

PROPOSED
JOINT WESTERN AREA COMMITTEE AGENDA
SUBMITTED BY THE
WESTERN MASTER FREIGHT DIVISION
MEETINGS OF NOVEMBER 9-10-11-12-13, 1970

DEL WEBB'S TOWNE HOUSE
MARKET AT EIGHTH
SAN FRANCISCO, CALIFORNIA
* * * * *

JOINT SESSION OF THE FULL COMMITTEE - DEL WEBB'S TOWNE HOUSE
10:00 A.M. - MONDAY - NOVEMBER 9, 1970

1. Approval of the Minutes of the August, 1970 session of the J.W.A.C.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the November sessions of the J.W.A.C.
4. Naming of members of the Main Committee and Sub-Committees.
5. Naming of Alternate Main Committee to act on Discharges and Warning Letters with final and binding authority.
6. Communications.
7. Other procedural or policy matters to come before the J.W.A.C.
8. ADJOURNMENT.

MULTI-CONFERENCE CHANGE OF OPERATIONS

CONSOLIDATED FREIGHTWAYS

CASE #MC-CO-15-8/70

70 Local Unions Involved
(See Attached Pages)

Pages: #1 thru #11

RINGSBY SYSTEM

CASE #MC-CO-23-11/70

Local 41, Kansas City, Missouri
Local 150, Sacramento, California
Local 222, Salt Lake City, Utah
Local 224, Los Angeles, California
Local 307, Casper, Wyoming
Local 468, Oakland, California
Local 492, Albuquerque, New Mexico
Local 533, Reno, Nevada
Local 534, Sedalia, Missouri
Local 961, Denver, Colorado

Pages: #12 thru #14

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case #
MC-CO-15-8/70

CONSOLIDATED FREIGHTWAYS

Multi-
Conference

Locals involved: See Attached List

Change of
Operations

Please refer to the following nine (9) Pages
concerning Multi-Conference Change of Operations
Case #MC-CO-15-8/70.

Teamster Local 2
Post Office Box 3174
Butte, Montana 59701
CERTIFIED RRR 646711

Teamster Local 7
Post Office Box 2004
Kalamazoo, Michigan 49001
CERTIFIED RRR 646712

Teamster Local 20
435 S. Hawley Street
Toledo, Ohio 43609
CERTIFIED RRR 646713

Teamster Local 24
727 Grant Street
Akron, Ohio 44311
CERTIFIED RRR 646714

Teamster Local 34
150 Riverside Drive
Battle Creek, Michigan 49015
CERTIFIED 646715

Teamster Local 40
Post Office Box 617
Mansfield, Ohio 44901
CERTIFIED RRR 646716

Teamster Local 41
45 E Van Brunt Ext.
Kansas City, Mo. 64130
CERTIFIED RRR 646717

Teamster Local 45
Post Office Box 2648
Great Falls, Montana 59401
CERTIFIED RRR 646718

Teamster Local 56
921 N. 8th Street
Sheboygan, Wisconsin 53081
CERTIFIED RRR 646719

Teamster Local 70
70 Hegenberger Road
Oakland, California 94621
CERTIFIED RRR 646720

Teamster Local 75
1546 Main Street
Green Bay, Wisconsin 54302
CERTIFIED RRR 646721

Teamster Local 81
1020 N.E. Third Avenue
Portland, Oregon 97212
CERTIFIED RRR 646722

Teamster Local 85
459 Fulton Street
San Francisco, California 94102
CERTIFIED RRR 646723

Teamster Local 89
3813 Taylor Blvd.
Louisville, Kentucky 40215
CERTIFIED RRR 646724

Teamster Local 100
217 W. 12th Street
Cincinnati, Ohio 45210
CERTIFIED RRR 646725

Teamster Local 104
112 N. 5th Avenue
Phoenix, Arizona 85003
CERTIFIED RRR 646726

Teamster Local 135
1233 Shelby Street
Indianapolis, Indiana 46203
CERTIFIED RRR 646727

Teamster Local 147
821 Des Moines Street
Des Moines, Iowa 50316
CERTIFIED RRR 646728

Teamster Local 148
27 North Chelan
Wenatchee, Washington 98801
CERTIFIED RRR 646729

Teamster Local 150
2525 Stockton Blvd.
Sacramento, California 95817
CERTIFIED RRR 646730

Teamster Local 180
1616 W. Ninth Street, Room 411
Los Angeles, California 90015
CERTIFIED RRR 646731

Teamster Local 190
437 Kuhlman Drive
Billings, Montana 59101
CERTIFIED RRR 646732

Teamster Local 200
Post Office Box 2073
Milwaukee, Wisconsin 53201
CERTIFIED 646733

Teamster Local 208
1616 W. Ninth Street, Room 101
Los Angeles, California 90015
CERTIFIED RRR 646779

Teamster Local 222
443 S. Sixth Street East
Salt Lake City, Utah 84110
CERTIFIED RRR 646734

Teamster Local 224
1616 W. Ninth Street, Room 322
Los Angeles, California 90015
CERTIFIED RRR 646735

Teamster Local 235
140 South Marks Way
Orange, California 92668
CERTIFIED RRR 646736

Teamster Local 238
5110 J Street, S.W.
Cedar Rapids, Iowa 52406
CERTIFIED RRR 646737

Teamster Local 245
1850 E. Division
Springfield, Missouri 65803
CERTIFIED RRR 646738

Teamster Local 287
1452 N. 4th Street
San Jose, California 95112
CERTIFIED RRR 646739

MC-CO-15-8/70.

Teamster Local 299
2741 Trumbull Avenue
Detroit, Michigan 48216
CERTIFIED RRR 646740

Teamster Local 301
1725 Belvedere Street
Waukegan, Illinois 60085
CERTIFIED RRR 646741

Teamster Local 307
235 N. Wolcott Street
Casper, Wyoming 82601
CERTIFIED RRR 646742

Teamster Local 313
220 S. 27th Street
Tacoma, Washington 98402
CERTIFIED RRR 646743

Teamster Local 324
3814 Commercial, S.E.
Salem, Oregon 97302
CERTIFIED RRR 646744

Teamster Local 325
5533 11th Street
Rockford, Illinois 61109
CERTIFIED RRR 646745

Teamster Local 332
116 E. Pasadena Avenue
Flint, Michigan 48505
CERTIFIED RRR 646746

Teamster Local 364
2405 E. Edison Road
South Bend, Indiana 46615
CERTIFIED RRR 646747

Teamster Local 371
2116 5th Avenue
Rock Island, Illinois 61201
CERTIFIED RRR 646748

Teamster Local 413
555 E. Rich Street
Columbus, Ohio 43215
CERTIFIED RRR 646749

Teamster Local 414
2644 Cass Street
Fort Wayne, Indiana 46808
CERTIFIED RRR 646750

Teamster Local 423
325 E. Galena Blvd.
Aurora, Illinois 60505
CERTIFIED RRR 646751

Teamster Local 439
Post Office Box 1611
Stockton, California
CERTIFIED RRR 646752

Teamster Local 448
Post Office Box 448
Missoula, Montana 59801
CERTIFIED RRR 646753

Teamster Local 460
112 N. 9th Street
St. Joseph, Mo. 64501
CERTIFIED RRR 646780

Teamster Local 467
4692 Sierra Way
San Bernardino, California 92406
CERTIFIED RRR 646754

Teamster Local 468
40 Hegenberger Place
Oakland, California 94621
CERTIFIED RRR 646755

Teamster Local 483
208 N. 16th Street
Boise, Idaho 83706
CERTIFIED RRR 646756

Teamster Local 486
1245 E. Genesee Avenue
Saginaw, Michigan 48607
CERTIFIED RRR 646757

Teamster Local 492
108-1/2 Yale Blvd. S.E.
Albuquerque, New Mexico 87106
CERTIFIED RRR 646758

Teamster Local 524
16 N. Third Avenue
Yakima, Washington 98902
CERTIFIED RRR 646759

Teamster Local 533
1550 Glendale Avenue
Sparks, Nevada 89431
CERTIFIED RRR 646760

Teamster Local 544
706 1st Avenue, N.
Minneapolis, Minn. 55403
CERTIFIED RRR 646761

Teamster Local 551
Post Office Box 286
Lewiston, Idaho 83501
CERTIFIED RRR 646762

Teamster Local 556
Post Office Box 1009
Walla Walla, Washington 99362
CERTIFIED RRR 646763

Teamster Local 563
527 N. Appleton Street
Appleton, Wisconsin 54911
CERTIFIED RRR 646764

Teamster Local 580
1202 S. Washington Avenue
Lansing, Michigan 48910
CERTIFIED RRR 646765

Teamster Local 600
300 S. Grand Blvd., Room 241
St. Louis, Missouri 63103
CERTIFIED RRR 646766

Teamster Local 627
400 N. State Street
Peoria, Illinois 61605
CERTIFIED RRR 646767

Teamster Local 690
105 West Third Avenue
Spokane, Washington 99204
CERTIFIED RRR 646768

Teamster Local 710
4217 S. Halsted Street
Chicago, Illinois 60609
CERTIFIED RRR 646769

Teamster Local 741
552 Denny Way
Seattle, Washington
CERTIFIED RRR 646770

Teamster Local 779
2030 Liberty Road
Lexington, Kentucky 40505
CERTIFIED RRR 646771

Teamster Local 839
Post Office Box 172
Pasco, Washington 99301
CERTIFIED RRR 646772

Teamster Local 883
207 - 3rd Street
Hood River, Oregon 97031
CERTIFIED RRR 646773

Teamster Local 916
2701 N. 31st Street
Springfield, Illinois 62702
CERTIFIED RRR 646775

Teamster Local 957
1440 Milburn Avenue
N. Dayton, Ohio 45404
CERTIFIED RRR 646776

Teamster Local 961
3245 Eliot Street
Denver, Colorado 80211
CERTIFIED RRR 646777

Teamster Local 983
Post Office Box 1085
Pocatello, Idaho 83201
CERTIFIED RRR 646778

Teamster Local 554
Post Office Box 746
Omaha, Nebraska 68101
CERTIFIED RRR 646784

CHANGE OF OPERATION

This proposed change involves the following operations:

- I - Freight moving between the Western Area on the one hand, and the gateways of Aurora/Chicago and Akron/Canton on the other hand.
- II - Freight moving over the Kansas City Gateway to and from Southern California and Southern Nevada.
- III - Freight moving between Chicago/Aurora and Kansas City.
- IV - Freight moving between Chicago/Aurora and Central Area points.

Presently the operation outlined in items I, II, and III are primarily sleeper operations. It is the Company's intention to convert these operations to relay.

The following is a listing of driver domiciles, the points to which they will run and their method of operation:

<u>DRIVER DOMICILE</u>	<u>RUN-TO POINTS & METHOD OF OPERATION</u>
Akron/Canton, Ohio	Drivers will run to and from Indianapolis, Indiana and may be dispatched via Mansfield, Ohio; Dayton, Ohio; Toledo, Ohio; and/or Fort Wayne, Indiana.
Indianapolis, Indiana	Drivers will run to and from Cameron, Missouri and may be dispatched via Springfield, Illinois.
Chicago, Illinois (60' Route West)	Drivers will run to and from Atlantic, Iowa. On returning from Atlantic, drivers may be dispatched via Waukegan, Illinois; Rockford, Illinois; Aurora, Illinois; Rock Island, Ill.; Peoria, Ill.; Cedar Rapids, Iowa and Des Moines, Iowa. If Aurora, Ill. is out of drivers, Chicago drivers may be dispatched to Atlantic via these points.
Chicago, Illinois(65' Route West) and Chicago- Kansas City operation.	Drivers will run to and from Cameron, Missouri. On returning from Cameron, drivers may be dispatched via Aurora, Ill.; Rock Island, Ill.; Peoria, Ill., and Springfield, Ill. If Aurora, Ill. is out of drivers, Chicago drivers may be dispatched to Cameron via these points.
Aurora, Illinois (60' Route West)	Drivers will run to and from Atlantic, Iowa and may be dispatched via Waukegan, Ill.; Rockford, Ill.; Rock Island, Ill.; Peoria, Ill.; Cedar Rapids, Iowa; and Des Moines, Iowa. On returning from Atlantic, drivers may be dispatched via Chicago.
Aurora, Illinois (65' Route West)	Drivers will run to and from Cameron Missouri and may be dispatched via Rock Island, Ill.; Peoria, Ill.; and Springfield, Illinois. On returning from Cameron, drivers may be dispatched via Chicago.
Aurora, Illinois- Kansas City Operation	Drivers will run to and from Kansas City.
Aurora-Central Area Points	Drivers will run to and from the following points: Ft. Wayne, Ind.(Turn); Akron/Canton, Ohio; Louisville, Ky.; Indianapolis, Ind.(Turn); South Bend, Ind.(Turn);

Dayton, Ohio; Columbus, Ohio; Toledo, Ohio; Springfield, Ill.(Turn); Springfield, Mo.; St. Louis, Mo.; Minneapolis, Minn.; Rock Island, Ill.(Turn); Cedar Rapids, Iowa(Lay or Turn) and Des Moines, Iowa.

Akron/Canton, Ohio

Drivers run to and from Aurora and Chicago or via either point.

Cincinnati, Ohio

Drivers run to and from Aurora and Chicago or via either point.

Milwaukee, Wisconsin

Drivers run to and from Aurora and Chicago or via either point.

Green Bay, Wisconsin

Drivers run to and from Aurora and Chicago or via either point.

Menasha, Wisconsin

Drivers run to and from Aurora and Chicago or via either point.

Sheboygan, Wisconsin

Drivers run to and from Aurora and Chicago or via either point.

Detroit, Michigan

Drivers run to and from Aurora and Chicago or via either point.

Saginaw, Michigan

Drivers run to and from Aurora and Chicago or via either point.

Battle Creek, Michigan

Drivers run to and from Aurora and Chicago or via either point.

Kalamazoo, Michigan

Drivers run to and from Aurora and Chicago or via either point.

Flint, Michigan

Drivers run to and from Aurora and Chicago or via either point.

Lansing, Michigan

Drivers run to and from Aurora and Chicago or via either point.

Lexington, Kentucky

Drivers run to and from Aurora and Chicago or via either point.

Cameron, Missouri

Drivers will to and from North Platte Nebraska.

Atlantic, Iowa

Drivers will run to and from North Platte, Nebraska.

North Platte, Nebraska

Drivers will run to and from Rawlins, Wyoming and may be dispatched via Cheyenne, Wyoming. Drivers will also run to and from Casper, Wyoming. On loads over and above six (6) per dispatch day between North Platte and Casper, the Company may run them on a meet and turn basis with Casper based drivers meeting North Platt-based drivers at a common point. If North Platt is out of power, Casper-based drivers may be dispatched to North Platt.

Casper, Wyoming

Drivers will run to and from Billings, Montana and may be dispatched via Wyoming points. On loads over and above six (6) per dispatch day moving between Casper and North Platt or Casper and Billings the Company may run them on a meet and turn basis with Casper-based drivers meeting North Platt-based drivers at a common point and Casper-based drivers meeting Billings-based drivers at a common point. If North Platt is out of power, Casper-based drivers may be dispatched to North Platt. If Casper is out of power, Billings based drivers may be dispatched to Casper.

Billings, Montana

Drivers are presently running Great Falls, Montana turns. They will also run Butte, Montana turns. On loads over and above six (6) per dispatch day moving between Casper and Billings, the Company may run them on a meet and turn basis with Billings-based drivers meeting Casper-based drivers at a common point. If Casper is out of power, Billings-based drivers may be dispatched to Casper.

Butte, Montana

Drivers will run to and from Spokane, Washington and may be dispatched via Missoula, Montana. On loads over and above three (3) per dispatch day moving between Butte and Spokane, the Company may run them on a meet and turn basis with Butte-based drivers meeting Spokane based drivers at a common point. If Butte is out of power, Spokane-based drivers may be dispatched to Butte.

Great Falls, Montana

Drivers will run to and from Spokane, Washington and may be dispatched via Missoula, Montana.

Spokane, Washington

Drivers will run to and from Seattle, Washington and may be dispatched via Moses Lake, Washington; Wenatchee, Wn.; Walla Walla, Wn.; Kennewick, Wn.; Yakima, Wn.; and Tacoma, Wn. Drivers may be dispatched to Moses Lake, Wn.(turn); Wenatchee, Wn.(turn); Walla Walla, Wn.(turn); Kennewick, Wn.(turn); Lewiston, Idaho(turn); Yakima, Wn.(turn); and Tacoma, Wn. On loads over and above three (3) per dispatch day moving between Butte and Spokane, the Company may run them on a meet and turn basis with Butte-based drivers meeting Spokane-based drivers at a common point. If Butte is out of power, Spokane-based drivers may be dispatched to Butte. On loads over and above two (2) per dispatch day moving between Spokane and Seattle, and Company may run them on a meet and turn basis with Spokane-based drivers meeting Seattle-based drivers at a common point or at any of the above-listed Washington turn points, except Walla Walla. If Spokane is out of power, Seattle-based drivers may be dispatched to Spokane.

Seattle, Washington

On loads over and above two (2) per dispatch day moving between Seattle and Spokane, the Company may run them on a meet and turn basis with Seattle-based drivers meeting Spokane-based drivers at a common point or at the terminal points of Wenatchee, Wn.; Moses Lake, Wn.; Kennewick, Wn.; or Yakima, Wn. Seattle-based drivers may be dispatched to Spokane if Spokane is out of power.

Salt Lake City, Utah

Drivers will run to and from Winnemucca, Nevada and Rawlins, Wyoming. Drivers will also run to and from Ontario, Oregon and may be dispatched via Idaho point. On loads over and above six (6) per dispatch day moving between Salt Lake City and Ontario, the Company may run them on a meet and turn basis with Salt Lake City based drivers meeting Ontario-based drivers at a common point. If Salt Lake City is out of power, Ontario-based drivers may be dispatched to Salt Lake City.

Reno, Nevada

Drivers may be dispatched on a turn to Winnemucca, Nevada.

Hayward, California

Drivers will run to and from Winnemucca, Nevada and may be dispatched via San Francisco, San Jose, California; Manteca (Stockton), California; Sacramento, California; and/or Reno, Nevada.

Ontario, Oregon

Drivers will run to and from the following Oregon and Washington points and may be dispatched either direct or via: Portland, Oregon; Pendleton, Oregon(turn); Bend Oregon; Redmond, Oregon; Madras, Oregon; Prineville, Oregon; Hermiston, Oregon; Salem, Oregon; and other Oregon points. The Washington points are Yakima, Wn.; Walla Walla, Wn.(turn); Kennewick, Wn. (turn); and Spokane, Wn. Dispatches will also include Lewiston, Idaho. On loads over and above six (6) per dispatch day moving between Salt Lake City and Ontario, the Company may run them on a meet and turn basis with Salt Lake City-based drivers meeting Ontario-based drivers at a common point. If Salt Lake City is out of drivers, Ontario-based drivers may be dispatched to Salt Lake City. On loads over and above three (3) per dispatch day moving between Ontario and Portland, the Company may run them on a meet and turn basis with Portland-based drivers and Ontario-based drivers meeting at a common point or at the terminal points of Pendleton, Oregon; Hermiston, Oregon; or Kennewick, Wn. Portland-based drivers may be dispatched to Ontario if Ontario is out of power. On loads over and above three (3) per dispatch day moving between Ontario and Yakima, the Company may run them on a meet and turn basis with Yakima-based drivers and Ontario-based drivers meeting at a common point or at the terminal points of Pendleton, Oregon; Hermiston, Oregon; Kennewick, Wn. or Walla Walla, Wn. Yakima-based drivers may be dispatched to Ontario if Ontario is out of power.

Portland, Oregon

On loads over and above three(3) per dispatch day moving between Ontario and Portland, the Company may run them on a meet and turn basis with Portland-based drivers and Ontario-based drivers meeting at a common point or at the terminal points of Pendleton, Oregon; Hermiston, Oregon; or Kennewick, Wn. Portland-based drivers may be dispatched to Ontario if Ontario is out of power.

Yakima, Washington

Drivers will run turns to Seattle, Wn.; Tacoma, Wn.; and Wenatchee, Wn. and may go via any of the points. On loads over and above three (3) per dispatch day moving between Yakima and Ontario, the Company may run them on a meet and turn basis with Yakima-based drivers and Ontario-based drivers meeting at a common point or at the terminal points of Pendleton, Oregon; Hermiston, Oregon; Kennewick, Wn. or Walla Walla, Wn. Yakima-based drivers may be dispatched to Ontario if Ontario is out of power.

As a result of the establishment of transcontinental relays certain runs presently in existence will have to be changed and/or eliminated. These are as follows:

Salt Lake City-Seattle and Salt Lake City-Portland three-man sleeper operation:

Presently we have a sleeper operation between Salt Lake City on the one hand and Portland and Seattle on the other. One three-man team lives in Seattle, one three-man team lives in Portland and two three-man teams live in Salt Lake City. This operation is to be eliminated.

Boise-Salt Lake City Operation

Presently we have two runs per day between Salt Lake City and Boise. One run originates in Boise with a Boise-domiciled driver and one run originates in Salt Lake City with a Salt Lake City-domiciled driver. We propose to eliminate this operation and handle the freight between Boise and Salt Lake City with Salt Lake City-based drivers.

Spokane-Butte Operation

Presently we are running one schedule per day between Spokane and Butte with the drivers domiciled in Spokane. We propose to run this operation with the drivers domiciled in Butte.

Portland-Boise Operation

Presently we are running two schedules per day between Portland and Boise with the drivers domiciled in Portland. We propose to cancel one of these schedules.

Portland-Lewiston Operation

Presently we are running a schedule between Portland, Oregon and Lewiston, Idaho via Kennewick, Washington. We propose to cancel this schedule and move the freight with Ontario, Oregon-based men. Overflow would be handled with Portland-based men running Portland-Kennewick turns.

Seattle-Spokane Operation

Presently we are running two schedules per day between Seattle and Spokane with the drivers living in Seattle. We propose to cancel one of these schedules.

Spokane-Lewiston Operation

Presently transcontinental freight to and from Lewiston, Idaho is routed, basically, over Spokane. As a result, a Spokane-based driver runs to Lewiston approximately every other day. Under this change, the Lewiston freight will be primarily routed to Ontario, Oregon. Therefore, work opportunity for one man will be reduced at Spokane. This reduction is shown in the Spokane-based driver dispersement listed below.

Los Angeles-Kansas City Sleeper Operation

Presently, loads out of Southern California and Southern Nevada destined for Kansas City and points beyond Kansas City which are in excess of the loads moved via relay are pulled by sleeper drivers based in Los Angeles, Kansas City, Chicago and Akron/Cleveland. The Company proposes to convert this operation to 100% relay. Southern California and Southern Nevada freight will move on relay either through the Ash Fork, Arizona relay point or the Phoenix, Arizona relay point. On dispatches to the Phoenix relay point, the Company will move it either via Desert Center meets or with Los Angeles-based drivers running to Phoenix. Dispatches to and from Los Angeles may be via Orange and Fontana, California.

The following is a breakdown of the effected drivers domicile, as well as the number of drivers to be displaced and additional drivers needed at various locations:

ESTIMATED DRIVER DISPERSEMENT

DOMICILE	DRIVERS NOW ON SENIORITY LIST	DRIVERS ON PRESENT EFFECTED OPERATION	DRIVERS NEEDED ON NEW OPERATION	DRIVERS DISPLACED	DRIVERS ADDED
Akron/Canton	471	60	16	- 44	
Albuquerque	50	0	26		+26
Atlantic	0	0	39		+39
Aurora	4	0	76		+76
Billings	1	0	10		+10
Boise	2	2	0	- 2	
Butte	0	0	12		+12
Cameron	0	0	25		+25
Casper	2	0	18		+18
Chicago	354	306	21	-285	
Great Falls	4	0	0		
Indianapolis	42	0	21		+21
Kansas City	249	36	12	- 24	
Los Angeles	157	36	12	- 24	
North Platt	0	0	61		+61
Ontario	0	0	24		+24
Portland	186	60	0	- 60	
Salt Lake	20	6	72		+66
SFO	123	34	17	- 17	
Seattle	25	6	0	- 5	
Spokane	12	3	5		+2
Yakima	0	0	6		+6

This change is to become effected October 1, 1970.

August, 1970 JWAC Action:

M/m/s/c/ that the operational change filed by Consolidated Freightways, Inc. in Multi-Conference Case No. MC-CO-15-8/70 be approved as modified and clarified on the record, with the following provisos:

1. In view of the massive nature of this change of operations, the number of previous operational changes made by the Company and the various seniority applications made in such changes, and the old so-called Four State System Seniority which previously affected a few of the numerous terminals now involved, under the authority granted by Article 5, Section 7, of the 1970 National Master Freight Agreement, it is the determination of this Committee that the following seniority applications shall control:

- (a) As among those drivers on seniority lists (active and laid off) at present terminals, their seniority dates presently utilized for layoff purposes shall be the basis for determining which drivers stay, are displaced, or elect to relocate. Drivers presently on layoff whose contractual three (3) year layoff period expires between August 10, 1970 and the effective date of this change shall have their layoff periods extended as hereinafter provided.
- (b) Those drivers who are displaced or elect to relocate shall be placed on a master list on the basis of their full company dry freight line seniority dates, and they shall utilize their positions on that list for bidding on all of the new or additional jobs.
- (c) After the bidding has been completed and the drivers are relocated, all of the terminal seniority lists shall be reconstructed, dove-tailed on the basis of the drivers' respective full company dry freight line seniority dates, and thereafter the respective positions on such dove-tailed lists shall apply for both layoff and bidding purposes.

(Continued on Following Page)

Case #
MC-CO-15-8/70

CONSOLIDATED FREIGHTWAYS (Multi-Conference Change)

(Continued)

- (d) If a driver has in the past previously relocated at his own request his present seniority date for layoff purposes, rather than his full company dry freight line seniority date, shall determine his rights under subparagraphs (b) and (c) above.
 - (e) The old so-called Four State System Seniority application shall not be recognized in the future.
 - (f) Drivers on the master list who are not employed shall be deemed to be on layoff from their present terminals for a period of three (3) years from the effective date of this change, and shall be offered first available jobs ahead of new hires (one offer per man being sufficient to satisfy this requirement) and such driver's seniority date for layoff and bidding at his new terminal shall be his date on said master list.
 - (g) A driver who is required to relocate under this change shall not have the right to return to his previous terminal under the thirty (30) day rule; however, such driver may return within 120 days ahead of new hires and junior men on lay off.
 - (h) The drivers on the Seattle-Alaska seniority list shall not be affected by this change and shall not have any rights under this change.
- 2. That portion of the Company's application regarding picking and dropping in route shall be resolved on a single conference basis.
 - 3. Local dispatch procedures shall be worked out between the Company and the Local Unions involved.
 - 4. This decision shall not be implemented until the other phases of the Company's proposed change from sleeper operations to single man relay operations have been filed and approved by an appropriate Change of Operations Committee, and this Committee retains jurisdiction of this case to make such modifications as may be necessary to properly coordinate with those other changes.
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MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
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Case # RINGSBY SYSTEM
 MC-CO-23-11/70

Multi-Conference	Locals involved:	41, Kansas City, Missouri 150, Sacramento, California 222, Salt Lake City, Utah 224, Los Angeles, California 307, Casper, Wyoming 468, Oakland, California 492, Albuquerque, New Mexico 533, Sparks, Nevada 534, Sedalia, Missouri 961, Denver, Colorado
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Change of Operations	<p><u>PRESENT OPERATION:</u> The Ringsby System's present East-West Operation is a Sleeper operation with sleepers based in Denver, Colorado. At this point, we have two sleeper boards; one, that operates East of Denver; the other board operates Denver to the West Coast. The present Denver West board brings freight from all points in the West, into Denver. The East Sleeper board then runs from Denver to Kansas City, St. Louis, and Chicago, and returns to Denver. The East board is presently comprised of two bid boards:</p> <p>(1) Teams are bid Denver to Chicago only; they cannot run St. Louis or Kansas City.</p> <p>(2) The Kansas City-St. Louis board runs Denver to Kansas City and/or St. Louis, and cannot run Chicago.</p> <p>In addition to the West Sleeper board, we have one division run daily between Los Angeles, California, and Salt Lake City, Utah, with drivers based in both cities, who run to Las Vegas, Nevada, lay and return home.</p> <p>One three-legged division between Salt Lake City, Utah, and Oakland, California which operates as follows:</p> <p>"Salt Lake City-based driver (Member Local 222) running to Elko, Nevada, where he lays over and returns home".</p> <p>"Elko-based driver (Member Local 533) runs Elko to Reno on a turn-around".</p> <p>"Oakland-based driver (Member Local 468) Reno to Oakland, with layover in Reno".</p> <p>Any division run between Los Angeles and Reno, Nevada manned by Los Angeles drivers.</p>
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PROPOSED CHANGE OF OPERATIONS:
 Our primary operation, as set forth, is a Sleeper operation. It is the Company's intention to convert the present East-West operation to a single man relay operation. The following is a list of proposed driver domiciles, and points to which they will run, and the proposed method of operation:

<u>DRIVER DOMICILE</u>	<u>RUN-TO POINTS & METHOD OF OPERATION</u>
Los Angeles, California	Ash Fork, Arizona - lay and return; Las Vegas, Nevada - lay and return Reno, Nevada - lay and return.
Oakland, California	Abolish the present three (3) legged division between Oakland and Salt Lake City.
Salt Lake City, Utah	Run Winnemucca, Nevada, lay and return; Las Vegas, Nevada, lay and return; Vernal via Grand Junction, Colorado lay and return; Vernal, Utah on a turnaround, or pickup load, go to Rock Springs, lay and return to Salt Lake City.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

* * * * *

Case #
MC-CO-23-11/70

(Continued)

DRIVER DOMICILE

RUN-TO POINTS & METHOD OF OPERATION

Winnemucca, Nevada

Drivers based at this point will pull the second leg of the Salt Lake-Oakland division; May be dispatched to Oakland via Reno and/or Sacramento, lay and return; run Reno on a turnaround basis; deliver local freight previously handled by the Elko-Reno division driver; run Sacramento lay and return; when necessary on overflow freight

Albuquerque, New Mexico

Drivers will run to Ash Fork, Arizona, lay and return; Liberal, Kansas, lay and return.

Rock Springs, Wyoming

Drivers based at this point will run to either Salt Lake City or Laramie, Wyoming on a turnaround; Schedules depending upon the flow of either East or Westbound freight between Denver and Salt Lake City.

Denver, Colorado

Denver-based drivers run Rock Springs, Wyoming, lay and return, run Laramie, Wyoming, on a turnaround; schedules between these points will be governed by the flow of freight between Denver and Salt Lake City.

Run to Vernal, Utah, on a freight availability basis, with Vernal and westbound freight, drop Vernal freight, lay and return, with connecting schedule from Salt Lake City.

Run to either Goodland, Kansas or Atwood, Kansas on a turnaround.

Grand Junction-Cheyenne, Wyoming, to run off the Extra Board on freight available basis. Grand Junction man may handle through freight for Western Area to meet Salt Lake City driver.

Kansas City, Missouri

Kansas City-based drivers run Liberal, Kansas, lay and return; Goodland, Kansas, lay and return; to either St. Louis, Missouri or Chillicothe, Missouri on a turnaround basis.

Chillicothe, Missouri

Drivers based at this point run to Atwood, Kansas, lay and return; run either to Chicago, direct, or via Des Moines, lay and return; may run Des Moines on a turnaround to move overflow freight.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
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Case #
MC-CO-23-11/70

(Continued)

All job openings or redomicile of drivers created by this Change, will be offered to the Line Drivers presently employed by the Ringsby Truck Lines in accordance with their Company Line Seniority, which will be established by dove-tailing their seniority on a Master Seniority List, this irrespective of where they are presently domiciled, or to which Local Union they belong.

The Company will pay the moving expenses for those drivers who elect to move or redomicile to another location due to this change, in accordance with our Teamster Union contracts.

All Line Drivers presently on lay-off status in the Ringsby Truck Lines operation, will be placed on a Master dove-tailed Seniority list, and as openings become available in this operation, these drivers will be offered these openings in accordance with their seniority.

Drivers refusing to exercise their seniority to redomicile, will be placed on lay off, and will not be entitled to run-around, or any other claims if drivers from other domiciles run through their terminal. It is the Company's contention that if these drivers should elect to exercise their seniority to redomicile on future job openings, that they will pay all expenses incurred by the move, themselves.

All proposed runs and/or dispatches in this proposed change are subject to the availability of freight and cancellations due to Holiday shut-downs, etc.

Due to the complete change-over from a Sleeper Cab operation to Single Man, it is the Company's contention that all, or any past practices, are eliminated.

The Company will pay the actual established miles between the different dispatch points as outlined in this proposal. If there is a difference of opinion on any of these mileages between the Company and any Local Union, we propose that those mileages in question be logged as soon as possible, that the correct mileages on all runs will be in effect.

The following exhibit, is a break down of the effected driver domiciles, as well as the number of drivers to be displaced as needed at various locations, based on our present dispatch movement:

TERMINAL	PRESENT NUMBER TOTAL	DRIVERS LAYOFF	PROPOSED NUMBER DRIVERS	DRIVERS ADDED	DRIVERS DISPLACED
Denver-West	137				
Denver-East	67	9	35	0	169
Salt Lake City	4	0	22	18	0
Oakland	2	0	0	0	2
Los Angeles	23	9	28	14	0
Sacramento	10	0	2	0	8
Winnemucca	0	0	16	16	0
Albuquerque	0	0	14	14	0
Rock Springs	0	0	9	9	0
Chillicothe	0	0	22	22	0
Kansas City	0	0	25	25	0

Note: Denver East Driver, Kenneth Custer, holds Seniority on Kansas City run only.

CHANGE OF OPERATIONS

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 839, Pasco, Washington
8-5-1967

Change of Company involved: United-Buckingham Freight Lines
Operations

Clarification Case #2749 (U) - Driver Leo Clayton claiming runaround pay for trip pulled by Boise driver on April 9, 1970. (Filed under Article 53, Paragraph E).

Case #2753 (U) - Driver Leo Clayton claiming runaround pay for trip pulled by a Boise driver on March 24, 1970. (Filed under Article 53, Paragraph E).

Cases Number 2749 (U) and #2753 (U).

JSC Motion: That Cases 2749 (U) and 2753 (U) be jointly referred to the Change of Operations Committee for clarification and interpretation. Motion Carried.

Washington JSC July 15, 1970.

August 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 2-8-3508 Nehalem Valley Motor Freight, Inc.

Change of Operations Locals involved: 81, Portland, Oregon
58, Longview, Washington
569, Astoria, Oregon

Clarification

PRESENT OPERATIONS:

At the present time the Company operates a Portland-Astoria / Warrenton turn and an Astoria / Warrenton-Portland-Astoria turn and a Portland-Seaside-Portland turn.

PROPOSED OPERATIONS:

- (1) A Portland-Astoria / Warrenton-Portland-Astoria / Warrenton-Portland.
- (2) An Astoria / Warrenton-Portland-Astoria / Warrenton-Portland-Astoria / Warrenton.
- (3) A Portland-Rainier-Portland-Astoria / Warrenton-Portland.
- (4) A Portland-Astoria / Warrenton-Portland-Rainier-Portland.
- (5) An Astoria / Warrenton-Rainier-Astoria / Warrenton-Portland-Astoria / Warrenton.
- (6) An Astoria / Warrenton-Portland-Astoria / Warrenton-Rainier-Astoria / Warrenton.
- (7) A Portland-Longview / Kelso-Portland-Astoria / Warrenton-Portland.
- (8) A Portland-Astoria / Warrenton-Portland-Longview / Kelso-Portland.
- (9) A Portland-Clatskanie / Wauna-Portland-Astoria / Warrenton-Portland.
- (10) A Portland-Astoria / Warrenton-Portland-Clatskanie / Wauna-Portland.
- (11) An Astoria / Warrenton-Clatskanie / Wauna-Astoria / Warrenton-Portland-Astoria / Warrenton.
- (12) An Astoria / Warrenton-Portland-Astoria / Warrenton-Clatskanie / Wauna-Astoria / Warrenton.
- (13) Astoria / Warrenton-Portland-Longview / Kelso-Portland-Astoria / Warrenton.
- (14) Portland-Clatskanie / Wauna-Portland-Clatskanie / Wauna-Portland.
- (15) Portland-Clatskanie / Wauna-Portland-Longview / Kelso-Portland.
- (16) Portland-Longview / Kelso-Portland-Clatskanie / Wauna-Portland.
- (17) Portland-Seaside-Portland-Seaside-Portland.
- (18) All of the above combinations of turns in connection with a Portland-Seaside turn.

The Company proposes that the drivers on the above described work assignment be compensated in accordance with the existing rider between Nehalem Valley Motor Freight and Teamsters Local 81 and 569 covering the Company's road operations.

The Company proposes to operate between Portland and Astoria and Portland and Seaside in accordance with the provision of Article 52, Section (e) of the Western States Over-The-Road Supplement and Article 38, Section 1 (c) and Section 2 (c) of the Western States Pick-Up and Delivery and Local Cartage and Dock Workers Supplement Agreement.

August 1970 JWAC Action: Postponed

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Valley Copperstate System
11-9-4844

Change of Operations Locals Involved:

Clarification	57, Eugene, Oregon	324, Salem, Oregon
	81, Portland, Oregon	386, Modesto, California
	87, Bakersfield, California	431, Fresno, California
	94, Visalia, California	439, Stockton, California
	104, Phoenix, Arizona	468, Oakland, California
	137, Marysville, California	741, Seattle, Washington
	150, Sacramento, California	890, Salinas, California
	224, Los Angeles, California	911, Klamath Falls, Oregon
	287, San Jose, California	941, El Paso, Texas
	310, Tucson, Arizona	962, Medford, Oregon
	313, Tacoma, Washington	

NORTHWEST REGION

PRESENT SEATTLE OPERATION:

Eight (8) single-man turnaround runs to Portland. Eight (8) bid and two (2) extra board drivers, total of ten (10) drivers and ten (10) single-man tractors domiciled at Seattle.

PROPOSED CHANGE OF OPERATION:

Redomicile ten (10) tractors and ten (10) line drivers from Seattle to Portland, merge drivers with the Portland-based line drivers terminal seniority roster. Single-man runs will operate from Portland to Seattle on turnaround basis seven days per week.

PORTLAND - PRESENT OPERATION:

28 -- 14 Sleeper Runs Portland to Los Angeles and/or Sacramento
10 -- Portland to Medford, Single-man
2 -- Portland to Crescent City, Single-man
3 -- Portland to Klamath Falls, Single-man
2 -- Portland to Roseburg turn, Single-man
Portland to Salem turn
Portland to Albany turn
9 -- Portland to Seattle Turnaround
43 -- Pool Drivers
97 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Portland to Roseburg runs.
Close the Portland - Seattle Freight Lines Terminal at Portland. Merge all employees with Pierce Freight Lines Terminal, rebid city, dock and office classifications.
RETAIN BALANCE OF OPERATION. Operate all runs seven days per week. Proposed number of drivers at Portland, eighty (80).

MEDFORD, OREGON - PRESENT OPERATION:

2 -- Single-man layover runs to Portland
8 -- Single-man layover runs to Oakland
Redding turns operate by pool drivers
15 -- Pool Drivers
25 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Medford to Redding turn.
Discontinue Medford to Portland and Medford to Oakland.
Redomicile sixteen (16) drivers to Sacramento.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Continued)
11-9-4844

MONTEBELLO DOMICILE - CALIFORNIA REGION

We have ninety-one (91) single-man tractors, and seventy-seven (77) drivers based at Montebello, California. Thirty-four (34) drivers run on the Valley Pierce division roster, forty-three (43) drivers run on the Valley Copperstate division on separate seniority rosters. Drivers and equipment are domiciled at Montebello.

PRESENT MONTEBELLO TO MODESTO OPERATION:

Two (2) bid single-man layover runs to Modesto. Each driver runs three (3) trips one week, two (2) trips the following week.

PRESENT MODESTO OPERATION:

2 -- Bid single-men layover runs to Montebello
2 -- Modesto to Sonora short-line single-men runs
1 -- Modesto to Turlock short-line single-man run
1 -- Modesto to Ceres short-line single-man run
1 -- Modesto to Ripon short-line single-man run
1 -- Modesto to Patterson short-line single-man run
6 -- DRIVERS TOTAL

PROPOSED OPERATION :

Discontinue Modesto to Montebello runs.
Retain balance of operation.
Redomicile two (2) drivers to Montebello.

PRESENT MONTEBELLO TO STOCKTON OPERATION:

Three (3) bid single-man layover runs to Stockton. This bid also includes two (2) turnaround runs to Delano, California. Each driver runs two (2) round trips to Stockton, one turnaround to Delano.

PRESENT STOCKTON OPERATION:

Three bid single-man run layover runs to Montebello. This bid also includes one Delano turnaround.

1 -- Stockton to Manteca short-line
1 -- Stockton to Oakdale short-line
1 -- Stockton to Lodi short-line
1 -- Stockton to Rio Vista short-line
1 -- Stockton to Pittsburgh short-line
1 -- Stockton to Martinez short-line
1 -- Stockton to Brentwood short-line
10 -- TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Stockton to Montebello runs.
Redomicile three (3) drivers to Montebello.
Retain balance of operation.

PRESENT MONTEBELLO TO SAN JOSE OPERATION:

Three (3) single-man bid layover runs to San Jose. Each driver runs three (3) trips one week, two (2) trips the following week.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Continued)
11-9-4844

PRESENT SAN JOSE OPERATION:

Three (3) single-man bid layover runs to Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PROPOSED OPERATION:

Discontinue San Jose to Montebello runs. Redomicile three (3) drivers at Montebello.

PRESENT MONTEBELLO TO SACRAMENTO OPERATION:

Five (5) single-man runs to Sacramento with layover at Sacramento.

PRESENT SACRAMENTO OPERATION:

5 -- Single-man layover runs to Montebello.
2 -- Single runs to Chico
1 -- Single run to Fresno
8 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Montebello runs.
Establish new runs to Medford.
Retain balance of present operation. Proposed driver board - 32.

PRESENT MONTEBELLO TO OAKLAND OPERATION:

Six (6) single-man bid layover runs to Oakland. Each driver runs three (3) trips one week, and two (2) trips the following week.

PRESENT OAKLAND OPERATION:

Each driver runs three (3) trips one week, and two (2) trips the following week.

2 -- 1 Sleeper run to Medford
6 -- Single-man layover runs to Montebello.
1 -- Single run to San Jose
2 -- Single runs to Chico
1 -- Single run to Sacramento
2 -- Single runs to Stockton
2 -- Single runs to Modesto
1 -- Single run to Merced
2 -- Single runs to Fresno
6 -- Single runs to Medford
5 -- Pool Drivers
30 TOTAL DRIVERS

Merge Line Drivers

PROPOSED OPERATION:

Discontinue Medford Sleeper runs. Discontinue Oakland to Fresno and Oakland to San Jose runs. Merge line driver board.
Retain balance of present operation. Proposed driver board -- 30.

PRESENT MONTEBELLO TO SAN FRANCISCO OPERATION:

Four (4) single-man bid layover runs to San Francisco. Each driver runs three (3) trips one week, two (2) trips the following week.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Continued)
11-9-4844

PRESENT SAN FRANCISCO OPERATION:

Four (4) Single-man bid layover runs to Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PROPOSED OPERATION:

Discontinue San Francisco to Montebello runs. Redomicile drivers to Montebello. Company proposed to discontinue bid equipment and departure times on all runs at Montebello, Sacramento, Oakland and Portland.

Merge Valley Motor Lines and Consolidated Copperstate line drivers into one common board at Montebello.

MONTEBELLO DOMICILE - CALIFORNIA REGION

PRESENT MONTEBELLO OPERATION (EAST):

One bid division single-man runs to Houston, Texas, run terminates at Phoenix. One bid Dallas, single-man division run terminates at Phoenix. One bid El Paso single-man division run terminates at Phoenix. These runs operate on a slip seat tractor arrangement at each division point. Drivers layover at Phoenix. Seven (7) single-man bid runs to Phoenix with assigned tractors. Each driver runs three (3) trips one week, two (2) trips the following week, with layover at Phoenix. One bid Blythe single-man slip seat run to Blythe, with layover at Blythe. Loads destined to Phoenix or beyond.

PROPOSED OPERATION:

The Company proposes to discontinue bid equipment at Montebello. Redomicile one driver from Blythe to Phoenix.

PHOENIX DOMICILE - UTAH-ARIZONA REGION

PRESENT PHOENIX OPERATION:

3 -- Single-man layover runs to El Paso
1 -- Single-man turnaround to Tucson
3 -- Single-man layover runs to Lordsburg, N. M.
2 -- (1) Sleeper run to Salt Lake City
1 -- Single-man run to Ajo
1 -- Single-man run to Globe
2 -- Single-man runs to Flagstaff
1 -- Single-man run to Prescott
1 -- Single-man run to Cottonwood
1 -- Single-man run to Cooleedge
7 -- Single-man runs to Montebello
1 -- Single man run Blythe to Phoenix
24 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Phoenix to Lordsburg runs.
Discontinue Blythe to Phoenix run.
Redomicile driver at Phoenix.
Bid one Phoenix to Montebello run.
Maintain present bid system at Phoenix.
Retain balance of operation. Proposed driver board -- 30.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Continued)
11-9-4844

LORDSBURG OPERATION - UTAH-ARIZONA REGION

PRESENT OPERATION:

3 - Single bid layover runs to El Paso.
8 - Pool drivers
11 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Lordsburg to Phoenix to El Paso runs.
Redomicile three (3) drivers at Phoenix.
Discontinue operation at Lordsburg.

EL PASO DOMICILE - TEXAS REGION

PRESENT OPERATION:

3 - bid single-man layover runs to Phoenix
3 - bid single-man turnaround runs to Balmorhea
1 - bid single-man turnaround run to Van Horn

PROPOSED OPERATION:

Discontinue El Paso to Phoenix runs.
Redomicile three (3) drivers at Phoenix operating under Western contract.
Discontinue El Paso to Balmorhea runs.
Redomicile one (1) driver at Sonora.
Discontinue El Paso to Van Horn run.
Redomicile one (1) driver at Odessa.

PECOS OPERATION - TEXAS REGION

PRESENT OPERATION:

Eleven (11) drivers no equipment operate single turnaround runs to El Paso.

PROPOSED OPERATION:

No change. Proposed number of drivers - 11.

SONORA OPERATION:

PRESENT OPERATION:

Three (3) Turnaround runs to Balmorhea.

PROPOSED OPERATION:

Discontinue bid equipment and departure times.
Proposed number of drivers - 4.

August 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System
11-9-4844

Change of Local involved: 224, Los Angeles, California
Operations

Clarification CASE SC-4-(2)-70-5781
On behalf of Charles E. Nunley, Union protests the position he has on the seniority roster dated 12/7/69. He has a date of 9/1/59. He feels that he should have a date of 9/9/55. Further information will be presented at the hearing.

CASE SC-4-(2)-70-5782
On behalf of Robert J. Shockley, Union protests the seniority roster dated 12/7/69. On this roster he has a date of 10/7/59 and he feels that he should have a date of 7/15/59, when he was hired in Fresno, California. Further information will be presented at the hearing.

CASE SC-4-70-6268
On behalf of Philip K. Fitzgerald, Union is claiming his original Fresno line seniority date of 5/26/53. He transferred to Los Angeles, California on 8/23/59. Further information will be presented at the hearing.

CASE SC-4-70-6270
On behalf of driver J. B. Gunn, Union protests his position on the seniority roster dated 12/7/69 after the merging of the Consolidated Copperstate and Valley Motor Line boards. On this roster he has a Los Angeles seniority date of 2/16/51. He feels he should have a date of 4/13/49. Further information will be presented at the hearing.

JSC Motion: That these cases are referred to the JWC Change of Operations Committee as companion cases to JWC Case #11-9-4844, for clarification. Motion carried.

Southern California JSC September 15, 1970.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
8-70-5344 Pacific Intermountain Express

Change of Local involved: 148, Wenatchee, Washington
Operations

Due to a continuing low volume of business in the Wenatchee area, Consolidated Freightways proposes to close its Wenatchee terminal and have Pacific Intermountain Express perform the pickup, delivery, dock and clerical work for Consolidated Freightways in the Wenatchee area. Presently Consolidated Freightways has one contractual office employee and three contractual PUD employees at its Wenatchee, Washington terminal. Pacific Intermountain Express agrees to accept these Consolidated Freightways employees, and requests the committee to determine their seniority.

August 1970 JWAC Action: M/m/s/c/ that this matter be referred back to the parties for further discussion, and this Committee retain jurisdiction to the November Agenda.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
 8-70-5351

Change of Operations Locals involved: 180, Los Angeles, California
 208, Los Angeles, California
 224, Los Angeles, California
 235, Orange, California
 357, Los Angeles, California
 467, San Bernardino, California

Consolidated Freightways proposes to open a terminal in the area of Fontana, California for the purpose of serving points in San Bernardino and Riverside Counties, as well as the cities of Pamona, Claremont, San Dimas and LaVerne.

This area is presently being served from our terminals at Santa Fe Springs and Orange. The Company proposes that the following number of personnel be transferred to the Fontana Terminal:

<u>From Orange</u>		<u>From Santa Fe Springs</u>
Route		
Men	6	1
Heavy		
City	2	1
Dock	2	1
Office	2	1

All dock personnel must also be qualified drivers.

The office personnel will be as follows: One rate clerk and one biller from the Orange Terminal and one office clerk from the Santa Fe Springs Terminal.

August, 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # The Ringsby System
8-70-5364

Change of Operations	Locals involved:	81, Portland, Oregon 150, Sacramento, California 224, Los Angeles, California 468, Oakland, California 690, Spokane, Washington 741, Seattle, Washington 911, Klamath Falls, Oregon
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Company proposes to eliminate its Oakland-Medford and its Sacramento-Medford and its Portland-Medford and its Seattle-Portland and its Portland-Spokane operation and to establish in lieu thereof a domicile point for line drivers in Bend, Oregon, who will operate on a rotating board to Oakland, Sacramento, Portland, Seattle, and Spokane.

August, 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Salt Creek Freightways
8-70-5368

Change of Operations Locals involved: 17, Denver, Colorado
307, Casper, Wyoming
961, Denver, Colorado

We recently purchased from Ringsby Truck Lines intra-state authority between Cheyenne and Casper, Wyoming with the provision that Ringsby Truck Lines would restrict their inter-state authority to not apply between the states of Colorado and Wyoming and Wyoming and Wyoming.

We request the following change of operation be placed on the agenda for the August meeting in San Francisco:

1. Determine the number of 961 road drivers and seniority status of Ringsby drivers off their west board and the dovetailing of these drivers onto Salt Creek's board. As Ringsby Truck Lines had 4 Local 961 drivers bid on Denver to Casper turnaround runs, an agreement has been reached with Local 961 acceptable to Salt Creek for these 4 drivers to follow the work.
2. Determine home base, local union and status of run or schedules from Denver.
3. Determine status and seniority of driver, Al Duley, in Wheatland, Wyoming.
4. Determine seniority and dovetailing of all Ringsby local drivers in Casper.
5. Determine seniority and dovetailing of 4 Ringsby Local 307 drivers in Cheyenne.
6. Determine seniority and dovetailing of one local driver in Wheatland, Wyoming.
7. Determine seniority and dovetailing of a number of Local 17 drivers in Denver, Colorado to be worked out by a tonnage formula already submitted by Salt Creek to Local 17, and to be submitted to Local 17 by Ringsby.

August, 1970 JWAC Action: Postponed.

Withdrawn October 16, 1970.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System
8-70-5371

Change of Operations Locals involved: 57, Eugene, Oregon
81, Portland, Oregon
324, Salem, Oregon
962, Medford, Oregon

Eliminate the Portland - Eugene turnaround run, and to service the Eugene area with other already established runs operating between Portland and Medford.

August, 1970 JWAC Action: Postponed.

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Case # Valley Copperstate System
8-70-53 72

Change of Operations	Locals involved:	57, Eugene, Oregon
		81, Portland, Oregon
		324, Salem, Oregon

Company desires to clarify its contractual rights to use dock employees within the prescribed pick-up and delivery radii, regardless of past practice, and to utilize short line drivers and long line drivers into contiguous territory beyond the prescribed 50 mile radius.

For expediency reasons the Company had established a practice of using Over-The-Road drivers to drop boxes in the Salem area, even though that area has been within the pick-up and delivery jurisdiction of the Portland local. With the Company's new method of operation, the successor company desires to operate strictly within the accepted application and definition of the pick-up and delivery, short line, and long line classifications and restrictions.

August, 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System
8-70-5373

Change of Local involved: 224, Los Angeles, California
Operations

PRESENT OPERATION:

One bid peddle run from Los Angeles to San Bernardino.
Driver based at Los Angeles.

PROPOSED CHANGE:

Discontinue bid peddle run. Freight destined to San Bernardino
will be interlined to other carriers at Los Angeles.

There will be no redomicile of driver. Driver can exercise
his seniority to bid on other runs at Los Angeles.

August, 1970 JWAC Action: M/m/s/c/ in Case #8-70-5373, in
view of the lack of supporting economic evidence to justify the
Company's position or the protesting Union's position,
that this case be continued to the November agenda, the Commit-
tee to retain jurisdiction.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Western Gillette, Inc.
8-70-5374

Change of Operations Locals involved: 208, Los Angeles, California
692, Long Beach, California
871, Pomona, California

Re-location of Boundaries between Los Angeles and Guasti.

Presently, Local 208 pick-up and delivery drivers cover the PUD work in the area east of 605 San Gabriel Freeway north of the Pomona, Route 60 Freeway and also south of the Pomona Freeway or east of Route 39 to a point where Route 39 ends at the ocean.

In order to eliminate congestion in the Los Angeles terminal and better serve the area referred to above, the Company requests permission to service those areas outlined from our Guasti terminal.

August, 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # McCracken Bros. Motor Freight
8-70-5513

Change of Locals involved: 57, Eugene, Oregon
Operations 81, Portland, Oregon

Eliminate Portland - Eugene double turns as bid runs.

August 1970 JWAC Action: M/m/s/c/ that this matter be referred back to the parties for further discussions and this Committee retain jurisdiction to the November Agenda.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5529

Durkee Famous Foods

Change of
Operations

Local involved:

70, Oakland, California

Request by Local 70 of Interpretation of the motion in
Change of Operations Case #5-70-5340.

Motion: "That the request of the Company be approved".

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5530

East Texas Motor Freight System

Change of
Operations

Local involved:

223, Portland, Oregon

East Texas Motor Freight System intends to close the general office of the former Valley Copperstate System at Portland, Oregon. The Company requests the Change of Operation Committee to determine the seniority rights of the Portland office employees. The displaced employees will be given the opportunity for available regular employment at any other terminal within the area of the Supplemental Agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5531

Garrett Freightlines, Inc.

Change of
Operations

Local involved:

983, Pocatello, Idaho

Garrett Freightlines, Inc. requests authority to close its terminal at Blackfoot, Idaho.

Work presently performed at Blackfoot will be handled by our Pocatello terminal.

We have three (3) employees at the Blackfoot terminal.

Two (2) pickup and delivery drivers and one (1) office employee.

There is sufficient work at the Pocatello terminal to absorb the two (2) P & D drivers. There is not enough work in the Pocatello office to absorb the Blackfoot office employee. She will be placed on lay off and offered the first opening in the Pocatello terminal office.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5532

Garrett Freightlines, Inc.

Change of
Operations

Locals involved:

150, Sacramento, California
222, Salt Lake City, Utah
533, Sparks, Nevada
983, Pocatello, Idaho

Garrett Freightlines, Inc. proposes to make the following change in its operations between Sacramento, California and Salt Lake City, Utah; and Sacramento, California and Pocatello, Idaho.

PRESENT OPERATION:

This traffic is presently handled by sleepers based in Salt Lake City and Pocatello, averaging one (1) schedule per day from Sacramento to Salt Lake City, and one (1) schedule per day from Sacramento to Pocatello. We also operate one (1) bid single man turnaround run Sacramento - Reno - Sacramento to handle Reno traffic.

PROPOSED OPERATION:

1. Eliminate the present operation.
2. Establish two (2) single-man runs per day, five (5) days per week from Sacramento to Elko, Nevada, drivers to be based at Sacramento.
3. Establish one (1) turnaround run, five (5) days per week, Elko - Salt Lake City - Elko, the driver to be based at Elko.
4. (a) Establish one (1) turnaround run, five (5) days per week, Elko - Hollister Port of Entry - Elko, the driver to be based at Elko;
(b) Establish one (1) turnaround run, five (5) days per week, Pocatello - Hollister Port of Entry - Pocatello, the driver to be based at Pocatello.
5. To man the new operation, we propose to move one (1) driver from Salt Lake City to Sacramento; one (1) driver from Salt Lake City to Elko; one (1) driver from Pocatello to Sacramento; and one (1) driver from Pocatello to Elko. We propose that the seniority of the drivers moving be dovetailed on the respective Sacramento and Elko boards on the basis of the drivers' respective company line seniority dates.
6. The new runs shall be bid and protected during the dispatch day, subject to the availability of freight for this operation.
7. We propose to put this change into effect January 3, 1971.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Garrett Freightlines, Inc.
11-70-5533

Change of Locals involved: 190, Billings, Montana
Operations 222, Salt Lake City, Utah
983, Pocatello, Idaho

Garrett Freightlines, Inc. requests authority to change the present operation between California, Nevada and Utah points and St. Paul, Minnesota.

PRESENT OPERATION:

Traffic moves from and to the above mentioned points via the Pocatello Gateway and Billings, Montana. The traffic moves into Pocatello by sleepers and single-man runs; between Pocatello and Billings by single-man runs; and between Billings and St. Paul by sleepers averaging approximately two (2) schedules per day.

PROPOSED OPERATION:

Move this traffic into Salt Lake City. Establish a fourteen (14) man sleeper board in Salt Lake City to move the freight from Salt Lake City to St. Paul over newly acquired routes across Wyoming and South Dakota.

We propose moving seven (7) drivers from Billings to Salt Lake City and seven (7) drivers from Pocatello to Salt Lake City and dovetailing their line seniority with Salt Lake City line drivers. If, during a sixty (60) day trial period, it is determined more drivers are needed to handle the traffic, additional drivers will be moved to Salt Lake City to satisfy this requirement. This change to be effective no sooner than February 1, 1971.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5534

Illinois California Express

Change of
Operations

Locals involved:

961, Denver, Colorado
180, Los Angeles, California
104, Phoenix, Arizona
492, Albuquerque, New Mexico

New route between Los Angeles and El Paso granted by the I.C.C. Illinois California Express proposes to run single-man from Los Angeles to Desert Center or Blythe, Phoenix to Desert Center or Blythe, and El Paso to Phoenix.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5535

I.M.L. Freight, Inc. on behalf of Marrow Trucking Company

Change of
Operations

Locals involved:

224, Los Angeles, California
542, San Diego, California

I.M.L. Freight, Inc. on behalf of Marrow Trucking Company, proposes to discontinue the line operation formerly conducted by Marrow Trucking Company between San Diego, California and Los Angeles, California, effective immediately.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5536

I.M.L. Freight, Inc.

Change of
Operations

Local involved:

898, El Centro, California

I.M.L. Freight, Inc. on behalf of Marrow Trucking Company,
proposes to close the terminal of Marrow Trucking Company
at Calexico, effective immediately.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Lee Way Motor Freight, Inc.
11-70-5537

Change of Locals involved: 104, Phoenix, Arizona
Operations 941, El Paso, Texas

PRESENT OPERATION:

There presently is no provision in our change of operation to add or abolish bid runs that operate between Phoenix and El Paso. These jobs concern drivers domiciled in Phoenix (Local 104) and El Paso (Local 941).

PROPOSED OPERATION:

To establish means and ways to add or abolish runs as freight dictates.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5538

O. N. C. Motor Freight System

Change of
Operations

Locals involved:

104, Phoenix, Arizona
224, Los Angeles, California
310, Tucson, Arizona

On August 14, 1969, the Change of Operation Committee of the Joint Western Area Committee granted Hopper Truck Lines the right to establish Tucson, Arizona as a division point and a domicile point in our line haul operation, and specifically granted us the right to operate line schedules between Tucson, Arizona and Los Angeles, California with Tucson domiciled drivers.

We initially placed into operation two (2) runs per night between Tucson and Los Angeles with the runs operating on an if and when three (3) and two (2) trip per week basis.

We now intend to increase the line board at Tucson and commence running three (3) runs per night to Los Angeles from Tucson on the same if and when three (3) and two (2) trip per week basis.

There is a dispute between Local 104 in Phoenix, Arizona, and Local 310 of Tucson, Arizona, as to who has claim to this additional run at Tucson.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5539

O.N.C. Motor Freight System

Change of
Operations

Locals involved:

468, Oakland, California
287, San Jose, California
150, Sacramento, California
137, Marysville, California
962, Medford, Oregon
70, Oakland, California

O.N.C. PROPOSES TO ESTABLISH THE FOLLOWING OPERATION:

1. We plan to establish our Sunnyvale, California Branch as a domicile point, a division point, and a point of dispatch in our long line operation.
2. The Company intends to operate long line runs between Sunnyvale, California and Medford, Oregon. Initially the Company intends to utilize Sunnyvale domiciled drivers to operate these runs.
Subject to availability of freight, these runs to operate on a rotating three (3) and two (2) trip per week, if and when basis. Route of travel from and to Sunnyvale to be either Highway 17 via San Leandro or via Route 680.
3. The Company proposes recognition of a Sunnyvale to Klamath Falls division run to be utilized when it is expedient to do so.
4. Foreign drivers taking their rest at San Leandro and San Leandro domiciled drivers may be dispatched via Sunnyvale for a drop and pick of trailers and/or freight then to continue on to their destinations.
5. San Leandro domiciled drivers may be dispatched home from their away from home lay point via Sunnyvale with the right to drop and pick trailers and/or freight at Sunnyvale.
6. Medford, or any other foreign domiciled drivers, may be dispatched to Sunnyvale as a lay point direct or via San Leandro, or may be dispatched to San Leandro as a lay point either direct or via Sunnyvale.
7. Foreign drivers laying in Sunnyvale may be dispatched home either direct or via San Leandro. The route to be the same as in #2 above.
8. The above proposed runs and operation will operate in the normal relay manner in that they will be permitted to drop and pick trailers and/or freight at all intermediate points.
9. All runs are on and if and when basis, and are subject to cancellation due to lack of freight, holidays, road and weather conditions, etc.
10. There will be no requirement to redomicile either drivers or power equipment to place this change into operation. Further, it is not anticipated that this change will in any way reduce the earning capacity of any of the presently employed line drivers at any of the locations affected.
11. It is the Company's desire to place this change into operation immediately upon approval.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Paxton Trucking Company
11-70-5540

Change of Locals involved: 224, Los Angeles, California
Operations 467, San Bernardino, California
692, Long Beach, California

The Company requests the right to close its Fontana Terminal in conjunction with Southern California Joint State Committee, Case No. SC-4-3-70-5883, Paxton Trucking Company hereby makes application for the Change of Operations as outlined in the Decision of said Case. Set forth below are the particulars.

On February 1, 1970 we moved ten power units, Nos. 345 - 346 - 347 - 348 - 349 - 326 - 320 - 329 - 321 and 331, to our Montebello Terminal where they were subsequently sold. On June 12, 1970 we closed the entire Fontana operation, placed the terminal on the market for sale, and brought the remaining equipment to Montebello where it was also sold.

Case #SC-4-3-70-5883.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Ringsby Truck Lines, Inc.
11-70-5541

Change of Operations Locals involved: 81, Portland, Oregon
150, Sacramento, California
468, Oakland, California
690, Spokane, Washington
224, Los Angeles, California
741, Seattle, Washington
911, Klamath Falls, Oregon

PRESENT OPERATION:

Freight moving between California points, and the Pacific Northwest, is moved as follows:

- (1) Freight originating in or destined for the San Francisco Bay area is handled by Oakland-based line drivers, members of Line Driver's Local 468 between Oakland, California and Medford, Oregon. (Due to decision previous Change Of Operations, there are five (5) bid schedules, 5 days each week, subject to the availability of freight.)
- (2) Freight to and from Los Angeles and the Northwest is moved by members of the Line Drivers' Local 224 to either Oakland or Sacramento, California. Generally all Northwest freight will move to and from Los Angeles through Sacramento; however, the Company does have the option of dispatching this freight through Oakland when necessary to balance their operation.
- (3) Sacramento line drivers, members of Local 150, move all freight originating in Sacramento, and San Joaquin Valley points for the Northwest from Sacramento, to Medford, Oregon; also, move Los Angeles to the Northwest schedules from Sacramento to Medford, Oregon.
- (4) Portland-based line drivers, members of Local 81, move all freight to or from California to all points north of Medford, Oregon; freight for Seattle or Spokane moves from Portland to these points by Local 81 drivers, or established divisions.

PROPOSED CHANGE:

- (1) Re-route all traffic between California and the Pacific Northwest through Bend, Oregon, rather than Medford.
- (2) a. Establish a line drivers' board in Bend, Oregon to transport all freight on the North-South operation as follows:
 - b. (1) The line drivers redomiciled in Bend will be dispatched from that point to Sacramento, Seattle, Spokane, and on a turn-around run to Portland, Oregon.
 - (2) Due to the distance between Oakland, California, and Bend, Oregon, the Company proposes that all freight originating in the Bay Area (Oakland, San Francisco, San Jose) destined for the Pacific Northwest, or from that area, into the above points, be routed through Sacramento, where this freight will be moved from Sacramento to the above Bay Area points by Sacramento-based (Member Local 150) drivers on a turn-around basis.
- c. There will be no change in the Los Angeles leg of the North-South operation.
- (3) We propose to establish a line board in Bend, Oregon based on the number of schedules now being moved between the points as outlined in our PRESENT OPERATION. Positions on this board will be offered to those drivers presently on the run, basically as follows:

Oakland, California	10 drivers
Sacramento, California	6 drivers
Portland, Oregon	16 drivers

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5542

Ringsby System

Change of
Operations

Locals involved:

150, Sacramento, California
468, Oakland, California

PRESENT OPERATION:

Ringsby Pacific, Ltd. runs on a freight availability basis from Oakland to Reno, Nevada with a Sacramento drop and pick over the following route: Oakland to Truckee Highway 40; Truckee through Sierraville and Loyalton to Vinton over highways 89 and 49; Vinton to Reno over Alt. 40 and 395.

PROPOSED OPERATION:

(1) Have a Sacramento-based short line driver pick up any freight developed in the San Francisco Bay Area by our Oakland and San Jose terminals destined for Reno and Sacramento, at which point it will be consolidated with Reno freight developed in Sacramento, Stockton, Fresno, and other Valley points, and transported from Sacramento to Reno by a Sacramento-based driver on a turnaround run (weather and highway conditions permitting). Reno freight consigned to California points in the above areas will be pulled by the proposed schedule, or the return schedules.

The Company will pay the moving expenses of the Oakland drivers displaced by this proposed change in accordance with our present union contracts, if they elect to re-domicile in Sacramento.

We request approval of this proposed change to be effective immediately.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5543

Ringsby Truck Lines, Inc.

Change of
Operations

Locals involved:

222, Salt Lake City, Utah
976, Ogden, Utah

PAST OPERATION:

Prior to June 1, 1970, Ringsby operated a small terminal and dock at Ogden, Utah. From different points in the Ringsby System where possible, and if freight was available, direct loads were dispatched to Ogden and broken out for delivery to the various consignees by Ogden dock and city driving personnel; however, the bulk of the traffic into Ogden was dispatched via Salt Lake City, at which point it was separated from the Salt Lake freight and reloaded for Ogden, where it was delivered by Ogden personnel.

NEW OPERATION:

On June 1, 1970, Ringsby moved from the Ogden terminal in which they had been operating, to a new location in the Freeport Center at Clearfield, Utah, approximately five miles from its former Ogden terminal. This new location does not have dock facilities, only office space and a yard in which to park equipment. All freight destined for the Ogden area is now routed into Salt Lake City, where it is worked across the dock and loaded for specific routes in the Ogden area. These loads are then short-lined by Salt Lake City based drivers to our Clearfield yard, from which point they are delivered by Ogden local drivers. Outbound freight picked up during the day is short-lined to Salt Lake City usually by Ogden drivers, (however, on occasion loads may be moved by a Salt Lake short line driver if he happens to be in the area) also full loads destined to other points in the System may be picked up by over-the-road drivers.

The Company requests the Change of Operations Committee to approve our present Salt Lake City Operation and also to determine the seniority status of the Ogden Teamster personnel presently on lay-off status.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5544

Ringsby System

Change of
Operations

Locals involved:

468, Oakland, California
150, Sacramento, California
137, Marysville, California

PRESENT OPERATION:

Ringsby Pacific, Ltd. prior to May of 1970 ran regular schedules between Oakland and Quincy, California with a Sacramento drop and pick, five (5) nights each week. These schedules were pulled on alternate nights by a member of Local 468, and a member of Local 137.

Due to a shortage of freight moving between these points since May, this run, based on the present availability of freight has been operating only 2 or possibly 3 nights weekly, and has been operated by the driver, who is a member of Local 137, and has seniority rights on the run.

PROPOSED OPERATION:

Have a Sacramento-based short line driver pick up any freight developed by our Oakland or San Jose terminals destined for Quincy, transport it to Sacramento, where it will be consolidated with Quincy freight developed by Sacramento and other Valley points, and pulled from Sacramento to Quincy by Robert Lowry, the Local 137 member presently on the run from Oakland to Quincy.

Lowry presently lives in Sacramento, so there will not be any moving expenses for a displaced driver due to this proposed change.

We request approval of this proposed change to be effective immediately.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5545

Ringsby Truck Lines, Inc.

Local involved:

690, Spokane, Washington

Change of
Operations

Present bids on the West Board on which changes are requested.

1. YAKIMA TURN - Bid Run

When only one schedule between Portland and Spokane, it will turn at Yakima.

Propose to change this run to a Yakima-Umatilla Combination to be bid as follows:

YAKIMA-UMATILLA COMBINATION

This bid run will turn as the second Umatilla or at Yakima when there is a Spokane to Yakima load or a combination load via Yakima between Portland and Spokane.

The reason for the requested change is the fact that quite often there is not adequate Yakima traffic and straight loads of Spokane to Portland as well as straight loads from Portland to Spokane are now being moved via Yakima. Considerable additional mileage and expense is involved in moving these straight loads via Yakima as compared to running between Portland and Spokane via Umatilla.

2. SECOND UMATILLA TURN

It is proposed that this bid run be eliminated as there is not adequate traffic moving between Portland and Spokane to justify bidding two Umatilla turns. One Umatilla turn and the Yakima-Umatilla Combination run should be adequate.

3. WENATCHEE TURN VIA EPHRATA

Propose to change this run to a Vantage or Wenatchee turn to be bid as follows:

VANTAGE OR WENATCHEE TURN

Note: Turn point dictated by freight available. On days when schedule is empty or partially empty for Seattle, the run may turn at Wenatchee and handle Wenatchee and Seattle traffic.

The reason for the requested change is the fact that inadequate traffic is being generated at Spokane to fill a schedule for either Wenatchee or Seattle. There is generally only one schedule from Seattle to Spokane, therefore, the proposed change will enable the Company to be more versatile and provide additional service to Wenatchee.

4. FIRST VANTAGE TURN - Bid Run

Propose to cancel this bid run as traffic moving between Seattle and Spokane is inadequate and this proposed Vantage or Wenatchee turn will generally handle the traffic available. Second schedules will be run off the extra board.

5. SECOND VANTAGE TURN - Bid Run

Propose to cancel the second Vantage turn for the same reason the first Vantage turn is proposed to be cancelled. The Vantage or Wenatchee turn will generally handle the traffic available. Also the second Vantage bid run has presently been abandoned and second Vantage turns are run off the extra board.

(Continued on next page)

(Continued)

Case #
11-70-5545

Change of
Operations

Present bid on the East Board on which a change is requested.

1. SPOKANE TO LIBBY TURN

Sunday through Thursday under the following rules:

1. As in the past, a trailer drop at Sandpoint or Bonners Ferry and/or way-freight at these points and all other intermediate points as the traffic warrants.
2. As in the past, a Libby dub box loaded to a Kalispell dub box; dropping the Libby box on the way through to Kalispell, thereby, cancelling the Libby bid river.

It is proposed that this bid run be cancelled as the Company no longer serves Sandpoint and Bonners Ferry, Idaho, consequently, the Libby turn does not operate more than approximately four times per month. At present the bid has been abandoned and any Libby turns are run off the extra board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5546

Ringsby System

Change of
Operations

Locals involved:

690, Spokane, Washington
448, Missoula, Montana

PRESENT OPERATION:

- A. Ringsby Pacific, Ltd. operates one schedule daily (subject to availability of freight) between Spokane, Washington and Kalispell, Montana with one Spokane-based driver (member Local 690) and one Kalispell driver (member Local 448) manning the run on alternate days.
- B. Prior to April, 1970 operated a run between Kalispell and Great Falls, Montana with a Kalispell driver (member Local 448) going from Kalispell to Great Falls, laying over and returning the next day.

PROPOSED OPERATION:

- A. Re-domicile the driver now based at Kalispell, Montana in Spokane, Washington, in order that both drivers on this run will operate out of the same point, eliminating a past practice in bidding this run that required "A." above. As in the past, if there is only one schedule to Kalispell on the week end, the Kalispell-based bid driver will pull it, cancelling out the Spokane bid man's Sunday trip.
- B. Harvey R. Armstrong, the Kalispell driver previously on the Kalispell-Great Falls run is presently on a lay-off status; request the Committee establish his seniority for job openings at other points in the Ringsby Pacific, Ltd. operation.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Salt Creek Freightways
11-70-5547

Change of Operations Locals involved: 307, Cheyenne, Wyoming
961, Denver, Colorado

PART ONE

PRESENT OPERATIONS:

Two bid schedules with both drivers domiciled in Rawlins, Wyoming. One schedule bid by Roy Thompson, seniority date 1952, runs on a turnaround basis from Rawlins to Cheyenne and return to Rawlins. The equipment is a tractor with a set of doubles. On the return trip from Cheyenne the front box has Rock Springs freight and the second box has intermediate peddle and Rawlins freight.

The company has one bid turnaround schedule from Casper, Wyoming, to Rawlins, Wyoming. One box has Rock Springs freight on it, and the other box has Rawlins freight on it.

The two schedules meet in Rawlins and the Rock Springs destined tractors are combined into a Rawlins to Rock Springs turnaround, presently pulled by Jack Treadway (1952).

PROPOSED OPERATION:

1. Eliminate the Rawlins to Rock Springs and return to Rawlins schedule now held by Jack Treadway.
2. Eliminate the Rawlins to Cheyenne turnaround now held by Roy Thompson.
3. Establish a Cheyenne to Rawlins turnaround with the driver domiciled in Cheyenne, Wyoming (Roy Thompson).
4. Establish a Casper to Rock Springs via Rawlins turnaround. This driver will drop his Casper to Rawlins tractor and hook-up the Rock Springs' trailer that Thompson brought to Rawlins from Cheyenne and then proceed on to Rock Springs with the combined set of doubles.

COMMENT:

The reason for the proposed change is for better utilization of equipment and the elimination of one driving job.

Displaced Rawlins driver, Jack Treadway, will be offered employment in Casper, Wyoming, on the Casper board. Treadway is a member of Teamsters Local No. 307.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # (Continued from last Page)
11-70-5547Change of
OperationsPART TWOPRESENT OPERATION:

The company presently employs eight drivers whose domicile is Denver, Colorado. The drivers, their seniority date, local union affiliation, and bid schedules are as follows:

<u>Driver</u>	<u>Seniority Date</u>	<u>Local No.</u>	<u>Bid</u>
Albert Vigil	6/16/49	307	Denver to Casper
Harold Kimble*	4/3/63	961	Denver to Cheyenne turnaround
Dearl Forbis*	5/22/64	961	Denver to Cheyenne turnaround
Huston Sheets	5/15/67	961	Denver to Cheyenne, Rawlins, Rock Springs
Marvin Treloar	5/16/67	961	" " " " " " "
Leroy Greenwood	6/22/67	961	" " " " " " "
Richard Frazier	5/28/69	961	" " " " " " "
Al Ogden	6/17/70	961	" " " " " " "
Benny Shull	6/18/70	961	" " " " " " "

*Grandfather rights as per agreement with Local 961 - January, 1964.

In respect to freight moving between Casper and Denver, the company operates five (5) and six (6) bids on alternate nights out of Casper to Denver with Local 307 members. The drivers take their layover in Denver. At the present time Denver domiciled Local 961 do not bid Casper runs. Recently Salt Creek Freightways purchased, and the I. C. C. has approved, the sale by Ringsby Truck Lines of its Wyoming inter-state authority. Salt Creek Freightways has agreed with Local No. 961 to hire three (3) Ringsby drivers who drove bid schedules from Denver, to Casper, Wyoming. Jobs were offered to the three drivers. Two drivers have accepted the offered positions and one driver elected to remain with Ringsby. The Salt Creek - Local 961 understanding provides that the two Ringsby drivers accepting employment with Salt Creek, Lou Allison (3/5/57), and Marvin Vance (3/27/57), will have their Ringsby seniority dovetailed with those of the Denver domiciled Local No. 961 members.

PROPOSED CHANGE:

1. That the company operate a single man rotating wheel with an extra board on all freight originating in Denver, Colorado, and destined for Cheyenne, Rawlins, Rock Springs, and Casper, and beyond freight.
2. The company proposes to cancel all Casper to Denver bid run schedules. In lieu thereof, the company proposes a single man rotating Casper to Denver board consisting of three (3) regular drivers. Extra runs are to be run off the Casper extra board.

ALTERNATIVE PROPOSED CHANGE OF OPERATIONS:

1. Four (4) or more scheduled runs from Denver to Casper be opened to Denver domiciled drivers.
2. The grandfather rights of Kimble and Forbis on scheduled runs from Denver to Cheyenne and return be maintained as a personal right and upon their termination of employment with Salt Creek Freightways, their rights will automatically terminate.
3. The six (6) and five (5) bid Casper to Denver schedules be cut to three (3) bid schedule

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #

11-70-5548

The Santa Fe Trail Transportation Company

Change of
Operations

Local involved:

542, San Diego, California

Close Oceanside, California, Terminal and transfer work to San Diego, California.

Personnel changes will be made as follows:

Abolish pickup and delivery job at Oceanside and allow employee to move to San Diego on local pickup and delivery seniority roster as his work will be handled out of San Diego by local people.

Oceanside employee to be placed on local seniority roster at San Diego as set out in Article 5, Section 5, (b)(2), National Master Freight Agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Silver Wheel Freightlines
11-70-5549

Change of Locals involved: 81, Portland, Oregon
Operations 883, Hood River, Oregon

Close down Goldendale, Washington terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5550

United Buckingham Freight Lines

Change of
Operations

Local involved:

741, Seattle, Washington

The abolishment of the following Seattle Bid runs:

- (1) Seattle to Portland via Hoquiam
- (2) Seattle, Portland turns
- (3) Seattle, Centralia turns
- (4) Seattle, Bellingham turn
- (5) Seattle, Yakima turn, and the second Pasco Bid Run as well.

This change is due in part to our new operation and the fact that our Seattle tonnage to various points as well as the number of schedules has dropped very sharply. With the abolishment of these bids we can gain more flexibility with the drivers and still retain service into these areas.

The Company can show proof that these runs are no longer economically feasible to retain and operate.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5551

United Buckingham Freight Lines

Change of
Operations

Local involved:

81, Portland, Oregon

The Employer wishes to abolish the following Portland
Bid Runs:

1. Portland-Seattle turn.
2. Portland-Seattle via Hoquiam turn.
3. Portland-Bellingham and/or Blaine.
4. Portland-Pasco turn.

No longer economical or feasible to operate; drop of
schedules, tonnage. Gain more flexibility by utilizing
the drivers.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #

11-70-5552

U. S. P. Corp.

Local involved:

287, San Jose, California

Change of
Operations

U.S.P. Corp. states:

"We will no longer lease three pieces of equipment, effective October 1, 1970. This will result in the layoff of three employees. This is being done for economic reasons."

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5553

Yellow Freight System

Local involved:

431, Fresno, California

Change of
Operations

Yellow Freight System has purchased the permits of American Cartage covering sections of California which we will serve out of Fresno.

We will absorb one (1) man in accordance with Article 5, Section 3, Paragraph 3, of the National Master Freight Agreement.

This operation has been put into effect and is an agreed-to change.

COMMITTEE FOR LOCAL OPERATIONS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-9-4940 Moser Trucking

P & D For and on behalf of Robert E. Carney: On Saturday, August 2nd,
Dispute and Saturday, August 9, 1969, the Company used Junior men,
Don Palmer and Derick Garner, without asking Bob Carney.
This claim is for 22 1/2 hours at the overtime rate.

Case # SC-10-9-4673.

JSC Motion: That based on the facts presented, the claim of the
Union be allowed.

Deadlocked Southern California JSC October 10, 1969.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-70-5231

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Daniel Jardon states: I am claiming 2 1/2 hours premium pay for March 4, 1970 when Robert Graham who is a twenty percenter was called in ahead of me. He punched in at 5:00 A.M. My bid starting time is 7:00 A.M. He was given a half hour overtime at the bottom of the shift, plus a 2 hour early call-in. There is no 5:00 A.M. regular shift, but this man is being called in regularly at this time.

Case #111.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: M/m/s/and Deadlocked that the position of the Union be upheld.

(Note: Cases #5-70-5231 - 5232 - & 5233 were heard together)

Main Committee Decision: M/m/s/c/that the committee hold jurisdiction in these three cases pending the obtaining of the transcript in the cited precedent case, and that the Company be instructed to bring in the twenty percenters on the regular starting times without prejudicing this case.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-70-5232

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Richard H. Polage states: On February 26, 27, and March 5th, Bob Graham was asked by Bob Harbeke to come to work at 4:30 A.M. On February 26th, 6:00 A.M. on February 27th, and 5:00 A.M. on March 5th. These are not regular shifts and would be considered premium times. I am time slipping for this time - 2 1/2 hours on February 26th, 1 hour on February 27th and 2 hours on March 5th at time and one-half.

Bob Graham is a 20 percenter. My starting time is 7:00 A.M.

Case #114.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: The decision in Case #5-70-5231 applies.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-70-5233

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Richard Polage states: I am claiming 2 hours premium pay for March 6, 1970 and 2 hours premium pay for March 10th, when Robert Graham who is a twenty percenter was called in ahead of me. He punched in at 5:00 A.M. Also claiming 2 hours premium for March 18th when Robert Graham was called in ahead of me. My bid starting time is 7:00 A.M. and there is no 5:00 A.M. regular shift, but this man is being called in regularly at this time.

Case #115.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: The decision in Case #5-70-5231 applies.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-70-5328

Local 386, Modesto, California, and
Associated Freight Lines

P & D
Dispute

Union claims Company worked 8 employees April 6, 1970 and laid off down to 5 employees on April 7, 1970, and asks 80% of highest number of employees put to work in week of April 6, 1970 be guaranteed a 40-hour week pay.

Union claims violation of Article 57, Section 1 (d). This pertains to the guaranteed 40 hours and Union claims such. The highest number worked in the week was 8 men and 6 men are eligible for guarantee.

Company feels the 80% test was met. Referred to JWC Case #5-8-3730. In this particular case, the Company on Monday worked 8 men, on Tuesday 5, Wednesday 5, Thursday 6, and Friday 7. Company claims they paid guarantee to 4 men .

Case # CV-40-2960.

JSC Motion: That based on the decision of JWC Case #5-8-3730, the claim of the Union be denied.

Deadlocked California Valley JSC April 22, 1970.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 386, Modesto, California, and
 5-70-5330 Delta Lines

P & D Union asking 80% of highest number of employees put to work
 Dispute in week of April 6, 1970 be guaranteed a 40-hour week pay.
 Company worked 21 employees April 6, 1970 and laid off down
 to 11 employees on April 7, 1970.

Union claims highest number of men employed in this week
 April 6, 1970 get the 40 hour guarantee based on 80%. There
 were no pickets at this terminal.

Company claims application is applied to a normal work week.
 In this case because of shutdowns, the Company lost flow of
 freight and sent men home.

Case #CV-40-2959.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Valley JSC April 23, 1970.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Joint Council #37, and
8-70-5378 Employers Affiliated with Truck Operators League of Oregon

P & D
Dispute

The Union contends the forty hour guarantee should be determined by the work performed by employees the previous week. Those employees in the 80% bracket should be entitled to the forty hour guarantee the following week.

The Company contends that the proper application of the 80-20 formula is that only 80% of the employees employed during the current week have the benefit of the 40 hour guarantee for that week.

The number of employees employed in the previous week have no bearing upon the current application for the work week guarantee.

In those instances where work was not available for 80% of the employees the lack of work was due to strikes and labor disturbances, for which the Employer is not responsible and had no control over.

The Employers contend that under these circumstances the work week guarantees are not applicable.

Case #1644.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC June 5, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-70-5380 Consolidated Freightways

P & D Paul Gaidos is filing pay claim for April 8th and 9th, 10th,
Dispute April 13, 14, and 15th, 1970. Was laid off these days and is
in the top 80% which entitled him to a guarantee of 40 hours
per week, 8 hours per 6 days.

Case #34.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 8, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-70-5382 Consolidated Freightways

P & D
Dispute

Albert Spahn was told not to report for work on June 2, 1970
which is his birthday. Filing for double time for 8 hours,
since he was deprived of his overtime because a casual worked.
Pay claim is for \$68.32.

Case #82.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 8, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5386

Local 17, Denver, Colorado, and
Hennis Freight Lines

P & D
Dispute

Robert E. Williams states: On April 17, 1970 the Company worked 3 men; this makes me in the 80% group for that week. The Company worked Charles Savacool and Kenneth Mitchell on April 17, 1970. Pay claim is for 24 hours.

Case #72.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 6, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-70-5392 Pacific Intermountain Express

P & D Harold Fletcher states: The Company laid off bottom 20%, my
Dispute shift starting time is 8:30 a.m. till 5:30 p.m. They called me
back at 12:00 p.m. sent me home at 8:30 a.m. at my starting
time. I am filing for half time from 12:00 to 8:30 and straight
time from 8:30 to 5:00 , my regular shift.

Case #54.

JSC Motion: None given .

Deadlocked Colorado-Wyoming JSC May 6, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-70-5393 Pacific Intermountain Express

P & D Joseph F. Musich states: I was told to come in at midnight on
Dispute April 9, 1970. I did. I have an 80% seniority date, January 11,
1962. My bid is 0800 Monday thru Friday, therefore, I am
filing for 7-1/2 hours overtime on an early call-in. Pay claim
is for \$44.10.

Case #58.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC (no date of action given).

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-70-5394 Pacific Intermountain Express

P & D Melvin Shootman states: I was told to come in at midnight on
Dispute April 9, 1970. I am in the 80%, seniority date is June 19, 1962.
My bid is 0830 Monday thru Friday. Therefore, I am filing
for 8 hours overtime on an early call-in. Claim is for \$47.04.

Case #66.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 6, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5407

Local 150, Sacramento, California, and
California Motor Express

P & D
Dispute

The Union was protesting the bid position of a 3:00 a.m. bobtail, and a 3:00 a.m. tractor driver. They stated that it was their opinion that the bid had been abused because the drivers were used as dock men for the first four hours of their shift.

It was the position of the Company that bids read "dock/bobtail driver" and "dock/tractor". It was their position that six or eight people were needed in the early hours of the morning to unload freight and load the city equipment.

Case #CV-10-2832.

JSC Motion: That the Company revert back to the 1969 bid in accordance with the Union request.

Deadlocked California Valley JSC March 25, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5408

Local 150, Sacramento, California, and
System '99'

Office
Dispute

Union claims violation of Rider #R-166, MS#28, Section 2.
Union claims no one was on strike in Sacramento and no one
refused to go to work.

Company claims due to work stoppage in Los Angeles, there
was no work available these people and felt that they had no
obligation since all locals were parties to the agreement
Company feels Local 208 was in violation of the agreement.

Case #CV-50-3039.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC June 24, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 8-70-5415 Local 551, Lewiston, Idaho and United Buckingham Freight Lines
Local 741, Seattle, Washington, and United Buckingham Freight Lines
Local 690, Spokane, Wash., and United Buckingham Freight Lines

Local 313, Tacoma, Washington, and T.I.M.E., DC. Inc.
Local 741, Seattle, Washington, and T.I.M.E., DC., Inc.

Local 551, Lewiston, Idaho, and Garrett Freightlines
Local 551, Lewiston, Idaho, and Garrett Freightlines
Local 551, Lewiston, Idaho, and Consolidated Freightways

CASE #2736 (U) - Local 551 - United Buckingham Freight Lines

David Favor claims 40 hour guarantee for week of April 2nd. (Article 57, Section 1 (d))

CASE #2738 U) - Local 741 - Seattle - United Buckingham Freight Lines

Claim 8 hours pay for April 13th when Ray Sneesby and all other P.U.D. dock employees at Seattle terminal were laid off and who were in the 80% bracket.

CASE #2745 (U) - Local 690 - Spokane - United Buckingham Freight Lines

Requesting the 40 hour guarantee for all employees on the City Pick-Up & Delivery bid and Automotive Supplement effective November 17, 1969 through May 15, 1970, and overtime for all employees the Company moved off their bid starting times to a different starting time since April 13, 1970 and until the Company puts the employees back on their bid and starting times as posted and bid by the Company under the past practice P.U.D. and Automotive Supplement in the City of Spokane.

CASE #2761 (U) - Local 313 - Tacoma - T.I.M.E., DC. Inc.

Filing for 23 days pay for 11 men in violation of Article 57, Section 1. 'Eighty per-cent of the regular driver employees shall be guaranteed forty hours of work or pay.' This case will apply to Consolidated Freightways, Blackball Freight and Pozzi Transportation Company of Tacoma, all of whom are in violation of the above article.

CASE #2762 (U) - Local 741 - Seattle - T.I.M.E., DC. Inc.

On behalf of Raymond Armstrong and all other P.U.D. Dock Workers at T.I.M.E. DC. we claim a guaranteed 40 hour week for all men laid off that fell in the 80% bracket on April 6th and 7th.

CASE #2788 (U) - Local 551 - Lewiston - Garrett Freightlines

A. F. Jones, L. Arnone, V. E. Buhman, C. B. Candler claim 40 hours guarantee when Company did not work April 6th, but worked April 7-4-10 with a total of 13 regular employees. 13 x 80 --- 10.4 not included in this claim was Curtis Weston who worked but as a sick employee replacement, should the committee count the sick employee replacement then David Freeman also should receive 40 hour guarantee.

CASE #2791 (U) - Local 551 - Lewiston - Garrett Freightlines

Paul Evans claims 40 hour guarantee for week of April 6th when company worked 7 regular employees 7 x 80%---5.6. Evans is #6 on the seniority list.

CASE #2798 (U) - Local 551 - Lewiston - Consolidated Freightways

Clifford Lovejoy claims 40 hour guarantee for week of April 6th when company worked three regular employees during the week 3 x 80%--2.4. Lovejoy is #2 on seniority list.

JSC Motion: That Cases #2736-38-45-61-62-88-91-98, all involving the 80/20 principle, be governed by the principles and formula set forth in the letter of Arthur L. Griswold addressed to all Power of Attorney Members, Labor Relations Division of Washington Trucking Associations, Inc. dated April 14, 1970.

Deadlocked Washington JSC May 20, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-70-5416 Consolidated Freightways

P & D
Dispute

The Union contends that the Company is in violation in the manner it is applying the "80-20" formula for determining the 40 hour guarantee.

In support of the above statement, the Union is claiming appropriate pay adjustments for all weeks beginning with the week of March 16, 1970.

Case #1757 (May 70-12).

JSC Motion: That based on JWAC Cases #5-8-3730 and #5-9-4482, the claim of the Union be denied.

Deadlocked Utah-Idaho JSC May 20-21, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5419

Local 386, Modesto, California, and
Associated Freight Lines

P & D
Dispute

Union ask difference in overtime when on 2-2-70, Company used casual (Joe Rabero) to replace regular employee (Bill Kinnick) on overtime.

On February 2, 1970, Kinnick, the senior man, and Rabero, a casual, were both at American Can. It was the Union's position that the Company brought Kinnick back to the terminal and Rabero worked overtime at American Can loading trailers which Kinnick had dropped in at American Can.

It was the position of the Company that Kinnick was called in at 6:30 a.m. to shuttle trailers from Oakland. The casual, Rabero, started at 8:00 a.m. He was dispatched to American Can to make a pickup. The Company stipulated that Kinnick did drop trailers at American Can but took the position that he was called in to pull the trailers from Oakland. Kinnick returned to the terminal after dropping the trailers and unloaded a trailer which he had picked up the previous day. His job did generate overtime and he punched out at 5:45 p.m.

Case #CV-30-2920.

JSC Motion: That the claim of the Union is allowed.

Deadlocked California Valley JSC March 25, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5554

Local 17, Denver, Colorado, and
Burlington Truck Lines

P & D
Dispute

Robert Dunlap, on May 22, 1970 Burlington gave a trailer
load of B. T. L. to Yellow Freight, Yellow unloaded this
unit at their dock, this work has been done in the past by
B. T. L. people.

Case #56.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5555

Local 17, Denver, Colorado, and
Illinois-California Express

P & D
Dispute

Illinois-California Express has subcontracted work out to
Admiral Merchants on July 3, 7, 8, 9, 14, and 15, 1970,
while they had employees on lay off. We are asking that
the two top senior men laid off be compensated.

Case #47.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5556

Local 17, Denver, Colorado, and
I.M.L. Freight, Inc.

P & D
Dispute

Teamster Local #17 is filing this grievance in behalf of
Albert Palm, the Company sent him to the doctor for a
Company release before he returned to work. Pay claim
is for \$8.84.

Case #93.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 2, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and
11-70-5557 Leeway Motor Freight

P & D Samuel N. Camino states: On May 21, 1970, I told the
Dispute Company my birthday was May 26, 1970 they told me not
to report for work. Leeway Motor Freight then hired a
leaser to come in and work. The leaser worked 5 1/2
hours. I am filing for double time because they should
have called me. Pay claim is for \$47.52.

Case #20.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5558

Local 17, Denver, Colorado, and
Yellow Transit

Office
Dispute

Ivan Beatty states: I have been writing up the city bills on a manifest sheet for Yellow Transit for approximately 10 months. This has always been the work of Local 17 members. What I didn't do, the city drivers completed. Now Yellow has hired an office girl and brings her in early and she types these up, thereby forcing me on the dock and taking work away from Local 17 members.

Case #73.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5559

Local 45, Great Falls, Montana, and
Consolidated Freightways, Inc.

P & D
Dispute

Union stated that the case involved Casual Employees; this Employer has a furniture warehouse and a freight warehouse, and casu- als are required to work at the furniture warehouse as well as the freight warehouse, and it is the freight employees' position that the casu- als used for the furniture warehouse should be included, as freight employees to determine who are the 85% employees and who are the 15% employees. Consequently, the claim for Ecklund is for eight hours at time and a half for June 24 which he contends he is entitled to.

Employer stated that the use of casual's is necessary to conduct their business. This is especially true in the moving van business. 70% of the work is done in the summer time and the casu- als are worked only in accordance with the contract. The casu- als work schedule for the week in question was furnished by the Employer and is as follows:

On June 22, 4 casu- als were worked to replace 4 regular employ- ees (3 casu- als on vacation and one sick)

On June 23, 6 casu- als were worked, three of them replaced regu- lar employees on vacation.

On June 24, no casu- als worked.

On June 25, three casu- als worked to replace three regular employ- ees on vacation.

On June 26, four employees worked, three of which were used to replace regular employees on vacation.

Case #M-1065.

JSC Motion: That the claim of the Union be denied.

Deadlocked Montana JSC August 28, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5560

Local 81, Portland, Oregon, and
Consolidated Freightways, Inc.

P & D
Dispute

Local Union #81 is in dispute with the Company over Article #48, Section #16, on behalf of Ray Harmon, who regularly works a six day week and was paid only one day when he had to attend a funeral on Friday and Saturday August 21, and 22, 1970.

Local Union #81 contends that since Ray Harmon works a six day week and was paid only one day when he had to attend a funeral on Friday and Saturday that he should be entitled to the second day pay also. The hostlers at Consolidated Freightways have a six day scheduled work week 90% of the time and so the Union feels that the man has the second day funeral leave coming.

The Company contends that they have a five day work week Monday through Friday and they have never paid for a Saturday situation. They would pay a man if his regular work week was Tuesday through Saturday but no pay on a premium day.

Case # 1752.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC September 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
 11-70-5561

Local 81, Portland, Oregon, and
 East Texas Motor Freight

Master
 Dispute

Local Union #81 is in dispute with the Company over their violation of Article #15 of the National Master Freight Agreement, in behalf of James E. McMahan, who has retained sufficient seniority to work under the Pickup and Delivery Supplemental Agreement. Local Union #81 is asking a days' pay for each day that the man is not allowed to work. The Union contends that Mr. McMahan worked at East Texas Motor Freight then known as Valley Copperstate from June 6, 1966, until the time he was drafted on November 18, 1968. He was discharged from the Army on February 28, 1970, applied for his job back on February 28, 1970, but was not called back until September 18, 1970. He worked for the Company for three days before they asked him to take a physical. His physical was refused, and he was at that time layed off. Mr McMahan suffered no accidents or disabilities on his tour of duty in Vietnam.

The Company contends that in November, 1969, the Company made it a requirement to have an X-ray of the spine for all physicals. Mr. McMahan was layed off and when he returned to work was required to have a physical. He is on layoff status until he can pass the physical.

Case #1756.

JSC Motion: That the man be put back to work with no loss of seniority and all back pay.

Deadlocked Oregon JSC October 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5562

Local 81, Portland, Oregon, and
Garrett Freightlines

O-T-R
Dispute

Local Union #81 is in dispute with the Company over their refusal to pay D. B. Hilderbrand for windshield cleaning time. This is for 2/10 of an hour. The Union contends that cleaning the windshields should be paid for time since it is time spent in the service of the Employer. When the sleeper cab came in they didn't have time to clean it and it was not in proper condition to leave the terminal.

The Company contends that the Company has never in the past paid for time spent cleaning the windshields because a decision out of the Central States says it is an item under the ICC check time.

Case #1757.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC October 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5563

Local 81, Portland, Oregon, and
Garrett Freightlines

O-T-R
Dispute

Local Union #81 is in dispute with the Company over their refusal to pay Robert Graber's runaround claim when sleeper driver Wood was dispatched on a Boardman turn.

The Union contends that on the day in question the Company dispatched Mr. Wood a sleeper bid driver out on a Boardman turn instead of extra-board driver Robert Graber.

The Company contends that the Company has one common board for the extra-board drivers and the sleeper drivers. On June 25, 1970, they added a 6th sleeper team to the five they already had. Mr. Wood a sleeper driver bid on the board and the Boardman turn, didn't go out until Wednesday because of the difference of the new rotation of runs which began on July 12, 1970.

Case #1759.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC October 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5564

Local 81, Portland, Oregon, and
I.M.L. Freight Lines

Master
Dispute

Local Union #81 is in dispute with the Company over Article 6, Section 1 of the National Master Freight Agreement, involving the discontinuance of two (2) men on 100 lb. sacks of exempt commodities.

The Union contends that in the past at I.M.L., 100 lb. sacks of exempt commodities have always had two men to unload. The Union has several statements from the Company's employees stating that they have never loaded these items without a helper. This is being filed under a maintenance of standards since this has always been done in the past except for the last two months.

The Company contends that it has not been a past practice with the Company that it has been done before but only for the convenience of the Company to free equipment.

Case #1764.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5565

Local 81, Portland, Oregon, and
McCracken Brothers Motor Freight

O-T-R
Dispute

Local Union #81 is in dispute with the Company over their failure to pay Loren Lambert the last leg of his double bid run on August 19, 1970, and August 26, 1970.

The Union contends that at McCracken Brothers Motor Freight there are three bid runs between Portland-Eugene-Portland and after the bid drivers are run short line may be run but they cannot cancel out a bid run and send a short line driver and the Union is asking for pay on August 19, 1970, and August 26, 1970.

The Company contends that they don't have any agreement to that effect and that all they are concerned with is that all drivers work and if there are additional runs they use the double turns after the board was completely turned. The Company believes that they must protect all drivers before they double turn.

Case #1740.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC September 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5566

Local 81, Portland, Oregon, and
McCracken Brothers Motor Freight

O-T-R
Dispute

Local Union #81, is in dispute with the Company over their violation of the short line agreement, involving J. Lester Black, who was paid 10 1/4 hours straight time; we are asking one-half time on two and one-half hours.

The Union contends the man was paid 10 1/2 hours straight time and they are asking one-half time on two and one-half hours.

The Company contends that the man was paid correctly for his run.

Case #1743.

JSC Motion: That the Union's position be sustained as filed.

Deadlocked Oregon JSC September 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5567

Local 81, Portland, Oregon, and
McCracken Brothers Motor Freight

O-T-R
Dispute

Local Union #81 is in dispute with the Company over their violation of the short line agreement, involving J. Lester Black, who was paid 10 1/2 hours straight time. We are asking two eight (8) hour shifts.

The Union is asking for eight hours for calling a dock man for duty and then eight hours for the short line run. On August 14, 1970, Mr. Black started his shift at 7:30 A.M. and at 9:30 A.M. was asked to pull a short line trip which he did in fact do and was paid 10 1/2 hours straight time.

The Company feels that the man was paid correctly.

Case #1771.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 6, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5568

Local 81, Portland, Oregon, and
Pacific Motor Trucking

O-T-R
Dispute

Local Union #81 is in dispute with the Company over their failure to pay an additional six hours minimum extra dispatch from Albany, Eugene and back to Portland for Robert A. Uding.

Local #81 contends that on August 9, 1970, Mr. Uding was dispatched from Portland to Albany and when he reached Albany he was told to go on to Eugene. The Union feels that it was a closed in dispatch and the man should be paid to minimums of eight hours plus work time.

The Company contends that it has been a past practice that all drivers must call in from Albany to Eugene and if they are needed they must go to Eugene. They feel that they were correct in their procedure.

Case #1751.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC September 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5569

Local 81, Portland, Oregon, and
Silver Eagle Company

Master
Dispute

Local Union #81 is in dispute with Silver Eagle Company over Article #6, Section 1 of the National Master Freight Agreement, involving the Company continually maintaining the heavy duty rate of pay for semi work, but now have discontinued it.

The Union contends that Silver Eagle Company has discontinued paying heavy duty rate of pay to its drivers unless they are pulling doubles. In the past they have paid this rate to anyone driving a semi and the Union would like to maintain this practice.

The Company contends that one year ago they had thirty-one employees and at the present time they employ sixty-seven employees. Since July 13, 1970 they have been paying heavy duty pay to anyone who pulls doubles but not while they are working pickup and delivery if they are pickup and delivery bid men. They now have pickup and delivery bid men and heavy duty bid men and the pickup and delivery bid men receive heavy duty pay when they are performing heavy duty work but their regular rate of pay when working any other job.

Case #1721.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC August 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5570

Local 81, Portland, Oregon, and
T.I.M.E. DC., Inc.

O-T-R
Dispute

Local Union #81 is claiming a runaround for Nichols and Smith, sleeper Team.

Local #81 is in dispute with T.I.M.E., DC. Inc. over their refusal of a runaround claim of M. Nichols and I. Smith involving thirty-two hours when the Company dispatched four (4) Los Angeles -based trucks out of Seattle empty, picked up loads in Portland and let Nichols and Smith sit.

The Company contends that there were six Portland sleepers in town but two were dispatched out leaving four left in Portland. They feel the dispatch was proper.

Case # 1754.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC September 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
 11-70-5571

Local 81, Portland, Oregon, and
 United-Buckingham Freightlines

O-T-R
 Dispute

Local Union #81 is filing for E.E. Henderson two runaround claims denied by the Company when they failed to dispatch properly. They are on July 1, 1970 for \$33.76, and on August 18, 1970 in the amount of \$42.06.

(1) July 1, 1970 the Union contends that because of an improper dispatch the Company sent out a bid man Mr. VanEaton instead of E.E. Henderson and an extra-board man should have received the off route miles.

(2) August 18, 1970 the Union contends that Mr. E.E. Henderson is claiming a runaround on Ivan Kaufman who on August 17, 1970, was taken off furlough and sent out ahead of him.

The Company contends that the dispatch was correct and that Mr. VanEaton the bid man took the longest run from Portland to Wenatchee. (1)

The Company contends that Mr. Henderson chose the 6th Spokane which was cancelled out three hours after the board closed and they had no choice but to call a furloughed man in because they couldn't change the whole board because of the cancellation. (2)

Case #1755.

JSC Motion: (1) That the Union's position be denied.
 (2) That the Union's position be upheld.

Deadlocked Oregon JSC October 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5572

Local 150, Sacramento, California, and
Consolidated Freightways

P & D
Dispute

Union claims 8 hours double time for August 16, and for
August 23, 1970, for Don Church.

Union claims vacation relief man worked in place of regulars.

Company started working seventh day a year ago. Men asked
by seniority they wish to work on Saturday and Sunday. Company
claims they could not get enough to work so called casuals. The
man claiming money did not have enough hours to work on Mon-
day if he had worked Sunday.

Case #CV-90-3158.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC September 23, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5573

Local 150, Sacramento, California, and
Ringsby Truck Lines

P & D
Dispute

Case #CV-70-3089: Local 150 vs. Ringsby Truck Lines
Union claims money lost from May 25, 1970 through
June 5, 1970 when Stockton men performed work of laid
off Sacramento men.

Case #CV-70-3092: Local 150 vs. Ringsby Truck Lines
Union claims money for Martinez when Stockton man
worked dock on May 28, 1970 and June 1 and 2, 1970.

Union claims agreed to move men into Sacramento on
May 18, 1970 on change of operations, but Company
did not move the men until June 1970. Company moved
only one man on May 18, 1970 - the remainder of the
men moved in June.

Company read J. W. C. Change of Operations decision
#JWC 8-70-5366. Company could not get clearance un-
til June. After the transfer, Stockton drivers still only
performed work done in Stockton in Sacramento. Comp-
any did not take any work away from Sacramento men.

Case #CV-70-3089 and #CV-70-3092.

JSC Motion: That the claim of the Union is denied.

Deadlocked California Valley JSC August 26, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5574

Local 208, Los Angeles, California, and
Milne Truck Lines, Inc.

P & D
Dispute

Case #SC-4-70-6388: (Bruce L. DuPree)

The Company, despite my protest, assigned a junior man to a run in my presence on February 16, 1970, and he earned 4 hours and 45 minutes of overtime which I should have gotten. This is a violation of Article 48, Section 10 and all other facts pertinent to this case will be told the Committee at time of hearing.

Case #SC-4-70-6389: (Ken Tolstoy)

At 10:00 A.M., February 19, 1970, a junior man was dispatched on a regular run and I was denied the opportunity to have this run. The junior man earned more money than I did and my claim is for the difference in pay.

Case #SC-4-70-6390: (Ken Tolstoy)

At 10:00 A.M., February 24, 1970, a junior man was dispatched on a regular run and I was denied the opportunity to have this run. The junior man earned more money than I did and my claim is for the difference in pay.

Case #SC-4-70-6393: (Stan Strohl)

On March 10, 1970, 8:00 A.M. the dock foreman (Wayne Copeland) authorized a 10:00 A.M. regular bid run (#21 So. San Fernando Area) to be dispatched from the yard via a 8:00 A.M. shag driver. I was refused by the dispatcher the opportunity to take this run. The run was given to a junior shagman (Norm Summers). I therefore claim the difference in overtime received. 1 1/2 hours. I punched out at 19:06, junior man 20:52 hundreds.

Case #SC-4-70-6388/ 6389/ 6390/ 6393.

JSC Motion: That based on the facts presented the claim of the Union be upheld.

Deadlocked Southern California JSC September 23, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5575

Local 208, Los Angeles, California, and
Milne Truck Lines, Inc.

P & D
Dispute

On behalf of Willard G. Bolten.

On March 4, 1970, I was dispatched on pickups. I was told to exchange trucks with C. Harris. He worked 3 hours and 52 minutes overtime, which is my claim as I am the senior man.

Case #SC-4-70-6394.

JSC Motion: That based on the facts presented, the Claim of the Union be denied.

Deadlocked Southern California JSC September 23, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5576

Local 208, Los Angeles, California, and
Willig Transportation

P & D
Dispute

On behalf of: Vance Scott.

The member showed a temporary license to the Company and on the following day would not work him (March 4, 1970), claiming it was not a valid license. The Company put him on suspension and then put him back to work on March 5, 1970. This claim is for 12 hours - 8 hours straight time and 4 hours overtime.

Case #SC-4-70-6450.

JSC Motion: That based on the facts presented the claim of the Union be allowed.

Deadlocked Southern California JSC September 25, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5577

Local 222, Salt Lake City, Utah, and
I. M. L. Freight, Inc.

P & D
Dispute

On June 25 and 26, and on July 1, 2 and 3, 1970, the Company rescheduled certain of its shifts. The claimants are all 80% employees with bid shifts starting at 00:30. The Company, mistakenly believing they were 20% employees, rescheduled their shifts on the days in question.

The Union, on behalf of the employees, claims pay for the hours worked outside their regular bid shifts at the rate of time and one-half, and, in addition thereto, claims eight (8) hours pay for each shift (bid shift) not worked.

The Company, while conceding its mistake and admitting it is obligated for time and one-half for the hours worked outside the bid shifts, contends that it should not be required to pay eight (8) hours additional for the bid shifts not worked, since no employees lost any time.

Case #1850.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Utah-Idaho JSC August 26, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5578

Local 223, Portland, Oregon, and
Garrett Freightlines

Office
Dispute

Local 223 is protesting the use of supervisory employees
by the Company to do bargaining unit work.

Case #1728.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC August 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5579

Local 235, Orange, California, and
Consolidated Freightways

P & D
Dispute

In behalf of the senior available drivers, available for the weekends of February 1, February 7, February 8, February 14, February 15, February 21, February 22 and February 28, March 1st, March 7, March 8, March 14 and March 15, Local Union 235 is claiming 8 hours at the premium rate on each day when the foreign sleeper teams from Chicago and Kansas City were in the terminal on these weekend days, broke their power and hooked their power without the local hostler present. It is a violation and in accordance with our understanding with the Orange Terminal, the weekend work is given by seniority to the senior man available.

Case #SC-4-70-6301.

JSC Motion: That based on the fact that the Terminal was closed, the claim of the Union is denied.

Deadlocked Southern California JSC September 17, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5580

Local 357, Los Angeles, California, and
Milne Truck Lines

P & D
Dispute

For and on behalf of Jesus Alvarez:
My job is a bid tow-motor man. On the night of January 27, 1970 at 9:30 P.M., right after or shortly after, I was sent home by my supervisor Jim Wannar. They put Dayton Augustine, a bid loader, to run or operate the towmotor, which is my bid job, depriving me of my overtime. I am requesting 4 1/2 hours pay in the amount of \$28.05.

Case #SC-4-(3)-70-6084.

JSC Motion: That based on the facts in this particular case, the claim of the Union be upheld.

Deadlocked Southern California JSC September 8, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5581

Local 357, Los Angeles, California, and
Milne Truck Lines

P & D
Dispute

For and on behalf of: George Slaughter.

" I was sent home on January 28, 1970 at 10:00 P.M. and was replaced by a junior loader on the towmotor for 4 hours and a half, which I don't think is fair. That is why I am filing for 4 1/2 hours. The junior loader was Dayton Augustine. I am claiming 4 1/2 hours in the amount of \$28.03.

Case #SC-4-(3)-70-6086.

JSC Motion: That based on the facts in this particular case, the claim of the Union be upheld.

Deadlocked Southern California JSC September 9, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5582Local 357, Los Angeles, California, and
Yellow Freight LinesP & D
Dispute

For and on behalf of 25 members listed below:
During the calendar year of 1969 on each Saturday and Sunday overtime work was requested. The Sunday list consisting of 25 to 40 men. During the first six (6) weekends of 1970, Sunday overtime has been requested twice. The normal Sunday function is to work inbound freight, excluding hostlers. On January 25, 1970 no man worked. On February 1, 1970 20 men worked, this amount being less than the normal amount worked during 1969. On February 8, 1970, six (6) men worked. Yet, during the week of February 1 through 7, 1970 inclusive, the Company sub-contracted at least 24 inbound trailers. These trailers being sent to three (3) non-union companies. This being a violation of our contract, we the following men are requesting the following amounts of overtime that the Company should have worked us.

NAME	HOURS	AMOUNT	DATES
John Roach	8	\$ 49.36	Feb. 8, 1970
Lawrence Casey	16	98.72	Feb. 1, 2, 1970
Ronald Sparks	8	49.84	Feb. 8, 1970
Robert Hunt	16	98.72	Feb. 1, 8, 1970
López Zacarias	16	98.72	Feb. 1, 8, 1970
Frank Tapia	16	98.72	Feb. 1, 8, 1970
Danny Mallett	8	49.36	Feb. 8, 1970
Eric Thompson	8	98.72	Feb. 1, 8, 1970
Carlos Vasquez	8	49.36	Feb. 8, 1970
Mike Sanchez	8	49.36	Feb. 8, 1970
Clyde Osborne	16	98.72	Feb. 1, 8, 1970
Obed Hines	8	50.52	Feb. 8, 1970
Buddy Barela	8	49.36	Feb. 8, 1970
Billy Ray	16	98.72	Feb. 1, 8, 1970
Khalid Al-Najdi	16	98.72	Feb. 1, 8, 1970
Joseph Higbee	16	98.72	Feb. 1, 8, 1970
Harold Shelton	16	98.72	Feb. 1, 8, 1970
Ynez Romo	8	50.52	Feb. 8, 1970
Everett Spencer	16	98.72	Feb. 1, 8, 1970
Jerry Holdner	16	98.72	Feb. 1, 8, 1970
Fred F. Lorenzo	8	48.84	Feb. 1, 1970
Jule Cantrell	16	98.72	Feb. 1, 8, 1970
Frank Rackauskas	8	49.36	Feb. 8, 1970
Paul Carter	8	50.15	Feb. 8, 1970
Joe Del Toro	8	49.36	Feb. 8, 1970
Carl A. Heuser	16	98.72	Feb. 1, 8, 1970

Case #SC-4-(3)-70-6120.

JSC Motion: That due to the fact there was no freight given to foreign carriers while people were on lay-off, nor was there any freight given to carriers on Friday, Saturday or Sunday to deprive regular employees of overtime, therefore the claim of the Union is denied.

Deadlocked Southern California JSC September 10, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5583

Local 357, Los Angeles, California, and
Yellow Freight Lines

P & D
Dispute

For and on behalf of Fred Fernandez Lorenzo:
On February 2, 3 and 4, 1970, Joe Laszacs, a yard host-
ler, was put to work on the dock and I was sent home, at
the end of our shift. I am the number one bid checker
loader on the dock, therefore this constitutes a classifi-
cation violation and I am asking for the following hours
which he worked on the following days:
February 2, 1970 - 6 hours 52 minutes
February 3, 1970 - 6 hours 48 minutes
February 4, 1970 - 6 hours
Total of 19 hours in the amount of \$116.38.

Case #SC-4-(3)-70-6121.

JSC Motion: That based on the facts presented the claim of
the Union be allowed.

Deadlocked Southern California JSC September 11, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5584

Local 396, Los Angeles, California, and
Di Salvo Trucking Company

P & D
Dispute

Local Union 396 on behalf of Jack L. Higham is asking for 3 hours and 15 minutes pay for Monday, February 2, 1970, at which time he suffered from an industrial injury. "On Monday, February 2, 1970 at 12:00 noon, I was unloading a Di Salvo trailer at 900 No. Alameda St. I fell through the trailer floor. I was taken to the nurse immediately at the place of unloading. She called Di Salvo and told them to come and get me. Mr Leroy Jacks came and got me at approx. 1:00 P.M. He then took me to the hospital and then left me. I was done at the hospital at 3:30 P.M. I called to Di Salvo for a ride back to the yard. Leroy Jacks picked me up at 4:40 P.M., exactly one hour and ten minutes later. We then went in Mr. Jacks' car and made a pickup on Santa Fe Ave. He did not take me directly to the yard. We finally got back to the yard at 5:42 P.M., at which time Mr. Jacks took my time and he punched me out. Tom Adams took a pen and scratched out my time and wrote in 2:30 P.M. I claim the 3 hours and 15 minutes in pay should be mine.

Case #SC-4-(3)-70-6130.

JSC Motion: That based on the facts presented the claim of the Union be denied.

Deadlocked Southern California JSC September 11, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5585

Local 467, San Bernardino, California, and
City Transfer

P & D
Dispute

General Truck Drivers, Warehousemen and Helpers Union
Local 467 hereby files a grievance under Article 43, Section 5 of the Pickup and Delivery Agreement against City Transfer on behalf of Sherman Dalsbury and James Krug. For any and all monies earned by sub-haulers Kooman and Sons on February 16, 1970 and each day thereafter that City Transfer uses sub-haulers while Salsbury and Krug are on layoff. The Company is in violation of Article 48, Section 10 of the Pickup and Delivery Agreement, also Article 32 of the National Master Agreement.

Case #SC-4-70-6302.

JSC Motion: That based on the facts presented the claim of the Union be allowed.

Deadlocked Southern California JSC September 21, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5586

Local 533, Sparks, Nevada, and
Delta Freight

P & D
Dispute

Union claims on 1st of August the Company wanted to use 4 hour casuals to load trucks at night. Company wants to use casuals other than regular men. Company should hire 2 more men and they can absorb them.

Company claims they call the Union Hall every night for casuals for the work period in the evening from 6:00 P.M. to 10:00 P.M. Company has always let regulars go home at 6:00 P.M. after 8 hours worked and if the regulars wanted to work, they could do so. As it is now, 85% of the men go home and Company needs 4 hour casuals to finish work.

Case # CV-90-3168.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC September 23, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5587

Local 692, Long Beach, California, and
Container & Cartage Div., Consolidated Freightways

P & D
Dispute

Local 692 takes the position that Container & Cartage Division of Consolidated Freightways owes our member, Jim Greenleaf eight hours pay at the regular hourly rate when on January 29, 1970, he was laid off. On January 29, 1970, there were nine loads to deliver. Mr Greenleaf was laid off.

Case #SC-4-(3)-70-5900.

JSC Motion: That based on the facts presented the claim of the Union be denied.

Deadlocked Southern California JSC September 18, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5588

Local 741, Seattle, Washington, and
Sea-Land Freight Service

P & D
Dispute

Local 741 claims Company in violation of previous decision
of Joint Western Area Committee in the matter of assigning
weekend work.

Case #2878(U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC August 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5589

Local 983, Pocatello, Idaho, and
Consolidated Freightways

P & D
Dispute

This case involves the formula for determining the work week guarantees at the Company's Pocatello terminal. The Company has five men on its seniority list. During the week beginning Monday, June 15, 1970, the Company worked five men on Monday, three men on Tuesday, three men on Wednesday, two men on Thursday, and two men on Friday.

Don Thompson, the third man on the seniority list, claims pay for Thursday and Friday when he was not worked, contending that he should have been classed as an 80% man. The Union contends that the Company has changed its application of applying the formula, and that formerly it utilized the highest number of employees put to work in the previous week for determining the guarantees.

The Company denies that it has changed its formula - that it has correctly applied the formula, since the highest number of men worked on three days during the week was three and 80% of three is two; accordingly, Thompson would be a 20% man.

Case #1827.

JSC Motion: That the claim of the Union be denied.

Deadlocked Utah-Idaho JSC August 26, 1970.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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| Case #
11-70-5590 | L-863 | <u>JOHNNY J. BEVEN</u> , member of Local 190, Billings, Montana. Employee of United-Buckingham Lines, Inc. Request is for a period of 28 days, effective October 4, 1970, for the purpose of a political campaign. |
| | L-864 | <u>JAMES FRANZWA</u> , member of Local 533, Reno, Nevada. Employee of O.N.C. Motor Freight. Request is for a period of 90 days, effective August 10, 1970, for the purpose of working in a non-covered classification within the Company. |
| | L-865 | <u>DOUGLAS PAUL MILLER</u> , member of Local 467, San Bernardino, California. Employee of Imperial Truck Lines. Request is for a period of 90 days, effective August 10, 1970, for the purpose of working in the Sales Department, non-bargaining work. |
| | L-866 | <u>CARL WILLIAMS</u> , member of Local 357, Los Angeles, California. Employee of Westransco Freight Company. Request is for a period of 90 days, effective July 13, 1970, for the purpose of accepting a Supervisory position. |
| | L-867 | <u>DAVID BULLARD</u> , member of Local 208, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of 90 days, effective September 1, 1970, for the purpose of accepting a Supervisory position. |
| | L-868 | <u>MARTIN R. DENTLER</u> , member of Local 104, Phoenix, Arizona. Employee of I. C. X. Request is for a period of 90 days, effective September 15, 1970, for the purpose of filling a Sales Representative position. |
| | L-869 | <u>BOSS LEWERS</u> , member of Local 310, Tucson, Arizona. Employee of Valley Copperstate System. Request is for a period of 2 years, effective October 1, 1970, for the purpose of taking a Sales position with the Company. |
| | L-870 | <u>JOHN V. ROBERTS</u> , member of Local 310, Tucson, Arizona. Employee of Pacific Motor Trucking. Request is for a period of 2 years, effective July 15, 1970, for the purpose of filling a Management position within the Company. |
| | L-871 | <u>RONALD E. ROOF</u> , member of Local 741, Seattle, Washington. Employee of Ringsby-Pacific, Ltd. Request is for a period of 30 days, effective August 28, 1970, for the purpose of working in a supervisory capacity. |
| | L-872 | <u>ROBERT RUIZ</u> , member of Local 357, Los Angeles, California. Employee of T.I.M.E., DC. Inc. Request is for a period of 90 days, effective August 1, 1970, for the purpose of accepting a Supervisory position. |
| | L-873 | <u>LAMAR SUMRALL</u> , member of Local 208, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of 90 days, effective September 1, 1970, for the purpose of assuming duties of Dispatcher, non-bargaining work. |
| | L-874 | <u>HAROLD H. THACKER</u> , member of Local 310, Tucson, Arizona. Employee of Pacific Motor Trucking Company. Request is for a period of 2 years, effective October 1, 1970, for the purpose of taking a Management position. |

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # 11-70-5590	L-875	<u>CLINTON P. PARKER</u> , member of Local 631, Las Vegas, Nevada. Employee of Union Pacific Motor Freight. Request is for a period of 45 days, effective September 12, 1970, for the purpose of placement in a non-covered position.
	L-876	<u>ROGER GARCIA</u> , member of Local 224, Los Angeles, California. Employee of General Cable Corp. Request is for a period of 90 days, effective September 11, 1970, for the purpose of working as Regional Dispatcher within the Company, a non-bargaining position.
	L-877	<u>ALBERT DONALD BOWEN</u> , member of Local 208, Los Angeles, California. Employee of Imperial Truck Lines. Request is for a period of 90 days, effective September 8, 1970, for the purpose of trying out for a Supervisory position.
	L-878	<u>MICHAEL CLAY</u> , member of Local 208, Los Angeles, California. Employee of Transport Cartage & Distributing Company. Request is for a period of 30 days, effective September 14, 1970, for the purpose of working in a Management position with the Company.
	L-879	<u>CARL H. NELSON</u> , member of Local 542, San Diego, California. Employee of Borrego Freight Lines, Inc. Request is for a period of 90 days, effective October 1, 1970, for the purpose of accepting on trial basis, a Supervisory position with the Company.
	L-880	<u>HERBERT E. STEPPER</u> , member of Local 81, Portland, Oregon. Employee of Puget Sound Truck Lines, Inc. Request is for a period of 90 days, effective September 16, 1970, for the purpose of accepting a job as dispatcher trainee in the Portland terminal of the Company.
	L-881	<u>ERNEST P. SORINI</u> , member of Local 2, Butte, Montana, Employee of Northern Pacific Transport Company. Request is for a period of 90 days, effective October 16, 1970, for the purpose of filling a Supervisory position with the Company.
	L-882	<u>FRANK CROWLEY</u> , member of Local 692, Long Beach, California. Employee of Chesley Transportation. Request is for a period of 90 days, effective October 5, 1970, for the purpose of trying out as Business Representative for the Local Union.
	L-883	<u>WILBUR J. MORGAN</u> , member of Local 542, San Diego, California. Employee of Pacific Molasses Company. Request is for a period of 14 days, effective September 20, 1970, for the purpose of extending vacation.
	L-884	<u>JAMES CAMPTON</u> , member of Local 104, Phoenix, Arizona. Employee of Milne Truck Lines, Inc. Request is for a period of 90 days, effective October 9, 1970, for the purpose of trying out in a Supervisory capacity for the Company.

MAIN COMMITTEE

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4732

Local 255, Portland, Oregon, and
Consolidated Freightways

Automotive
Dispute

Local 255 is in dispute with Consolidated Freightways over a change of hours for shift premium pay for the Parts Room Employees.

The Union contends that until January 31, 1969, the Company paid the Parts Room Employees the premium pay for the morning shift from 7:00 A.M., and at this time discontinued this practice and started paying the employees from 8:00 A.M. - That the shift starting at 4:00 P.M. had been paid the premium rate starting at 4:00 P.M., and now the employees are being paid from 6:00 P.M.

The Union feels this is past practice, and the Company is in violation of the Maintenance of Standards provision of the contract. - That the Company is contending the premium pay was discontinued because of a 1968 JWC case #8-8-3995. but that this case pertained to the amount of money to be paid, not hours.

Case # 1390.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 7, 1969.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
2-70-5074

Local 150, Sacramento, California, and
Union Transportation Company

Full
Load
Dispute

Union requests Company post all equipment for bid.

Case #FL-89-92 .

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC (no date of action given).

February, 1970 JWAC Action: M/m/s/c/ it be sent back to the parties and the committee retain jurisdiction if they don't get one worked out.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pacific Intermountain Express, and
2-70-5090 Local 224, Los Angeles, California

MASTER
Dispute

Present Payroll Procedure - Los Angeles Line Drivers

Los Angeles line drivers are presently paid weekly, every Friday, for one week's trips begun after 12:01 a.m. on the second preceding Saturday up through 12:00 midnight on previous Friday.

Proposed Change in Payroll Procedure - Los Angeles Line Drivers

Change payroll procedure for Los Angeles line drivers to pay bi-weekly, every other Saturday, for two weeks' trips begun after 12:01 a.m. on the third preceding Sunday up through 12:00 midnight on previous Saturday.

Company proposes that this payroll procedure change become effective for the first pay period beginning on or after April 1, 1970.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
5-70-5332 Pacific Intermountain Express

Tanker Union is asking pay for top man off and available when Texas
Dispute team came into area on February 13, 1970, loaded at Standard
Oil in Richmond, and delivered load to Millford, Michigan.

Union claims Texas team came into the area, loaded a load for
Millford, Michigan, when San Pablo had men and equipment
available. Local 315 is not a part of the Texas Rider. Union
claims work originates in San Pablo and is not on the way to the
home base.

Company takes the position that with any team regardless of
where they are from that this constitutes a back haul. These teams
are coming into San Pablo loaded. This case has nothing to do
with the Texas Rider and foreign-based trucks are dispatched first.

Case #T-40-1696.

JSC Motion: That since the total mileage traveled on this trip
by the foreign team is less than the mileage that would have
been traveled by a San Pablo team, the claim of the Union is
denied.

Deadlocked California-Arizona-Nevada Joint State Tank
Committee April 16, 1970.

May, 1970 JWAC Action: M/m/s/c/ that this committee retain
jurisdiction until the August meeting of the JWAC at which time
Joe Perkins can be given an opportunity to be in attendance.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5433

Local 81, Portland, Oregon, and
Pacific Motor Trucking

O-T-R
Dispute

Local 81 is in dispute with Pacific Motor Trucking over their denial of a runaround claim of R. L. Bowman and T. Gilbert on June 25, 1970, when the Company sent a piggyback out.

Case #1699.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC July 14, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
 8-70-5440

Local 150, Sacramento, California, and
 Sacramento Auto Truck Company

O-T-R
 Dispute

Union claims all monies lost for Decker and Egy from February 26, 1970 to date of hearing, when non-bargaining unit people performed work and they were laid off.

The Union claimed all monies lost from February 26, 1970 when non-bargaining unit personnel performed Teamster work. The Company protested the hearing of the grievance because of the decision rendered in CV-20-2888 and CV-20-2889, which had been heard together. It was the decision of the committee that no claim prior to February 26th could be heard. The grievants claimed that they had observed non-bargaining unit personnel performing bargaining unit work on March 3, 4, 6, 10, 13, and 20. On March 3, 6, 10, 13, and 20, one of the grievants had observed Mark Bosaich loading freight into a station wagon in Davis, Calif, and then driving toward Winters, California. On March 4, both of the grievants had observed a valley trailer #37-1283 being unloaded at Sacramento Auto Truck by the two owners. It was the position of the Union that the grievants should receive runaround pay for these days, plus Health and Welfare payments for the month, since both of the grievants had medical claims.

It was the position of the Company that on March 4th they had instructed the Valley driver to get assistance to unload his trailer and that he did get bargaining unit help from his company. The Company denied all knowledge of freight being loaded into a station wagon at Davis.

Case #CV-30-2914.

JSC Motion: That the claim of Mr. Decker be allowed for March 3, 4, 6, 10, 13 and 20, and that the claim of Mr. Egy be allowed for March 4, 1970, and the contributions for pension and health and welfare be paid for both men.

Deadlocked California Valley JSC March 25, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5446

Local 315, Martinez, California, and
Pacific Intermountain Express

Tanker
Dispute

Union claims runaround from San Pablo to Leesburg, Ohio,
when Texas team performed work.

Union claims Company had Martinez men off and available,
plus equipment available.

Company claims on March 27th, Standard Oil requested a semi-
load to Leesburg, Ohio. Company brought load from Wilmington
to Martinez, unloaded and then loaded for Leesburg. This was
the only equipment of this type available and none was available
in Martinez. Standard Oil required 6,500 gallon capacity
equipment.

Case #T-50-1729.

JSC Motion: That based on the facts, the position of the
Union be upheld.

Deadlocked California-Arizona-Nevada Joint State Tank
Committee May 21, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-70-5468 T.I.M.E., DC. Inc.

O-T-R Company in violation of agreed upon dispatch rules between
Dispute Locals 741 and 180 as agreed upon by meeting ordered by
JWAC in June, 1968.

Case #2710 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC May 20, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5476

Local 961, Denver, Colorado, and
The Ringsby System

O-T-R
Dispute

Merle L. Allison states: Claiming pay for all bid runs cancelled on my bid night. Claiming pay for round trip to Grand Junction, Colorado and return, one round trip April 26, 1970, return April 27, 1970 (May 5, 1970 and May 6, 1970), May 11, 1970 and May 12, 1970 (May 13, 1970 and May 14, 1970) (May 17, 1970 and May 18, 1970) (May 19, 1970 and May 20, 1970) (May 25, 1970 and May 26, 1970) (May 27, 1970 and May 28, 1970) (May 31, 1970 and June 1, 1970) (June 4, 1970 and June 5, 1970) Total of 10 round trips.

Case #64.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 8, 1970.

August, 1970 JWAC Action: M/m/s/c/ in view of the request made to secure additional evidence by the Union pertaining to the interlining between Ringsby and Harp, the Company is instructed to make available records and bills during this period between these points regarding interlining. And if additional evidence is available concerning an additional bidder it should be brought in at the next hearing of this Committee, which retains jurisdiction in this case.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5478

Local 961, Denver, Colorado, and
The Ringsby System

O-T-R
Dispute

Cecil Clark states: Claiming one round trip to Vernal, Utah for every time I have been cancelled on my bid run. April 27, 29, May 3, 7, 11, 13, 19, 25, 31, June 4. Claiming 11 round trips.

Case #69.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 8, 1970.

August, 1970 JWAC Action:M/m/s/c/ in view of the request made to secure additional evidence by the Union pertaining to the interlining between Ringsby and Harp, the Company is instructed to make available records and bills during this period between these points regarding interlining. And if additional evidence is available concerning an additional bidder it should be brought in at the next hearing of this Committee, which retains jurisdiction in this case.

Joint Western Area Committee

Case # 8 - 70 - 5478

Joint Western Area Committee

Case #

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 57, Eugene, Oregon
8-70-5518 Local 81, Portland, Oregon
Local 223, Portland, Oregon
Local 255, Portland, Oregon
Local 324, Salem, Oregon
Local 962, Medford, Oregon

MASTER The Unions contend that all present and laid off employees of
Dispute Valley Copperstate System, in seniority order, must be given
first opportunity for job opportunities at I-5.

August, 1970 JWAC Action:

M/m/s/c/ in Case No. JWC 8-70-5518 the JWAC approve the following memorandum
of understanding:

VACATION APPLICATION

The Unions recognize that the full and immediate assumption of the established vacation schedules and cost to I-5 would cause a financial burden for the new Company which cannot be borne at this time. The Unions also insist, however, that the longevity vacation rights established at Valley Copperstate System be protected for the transferred employees and also that competitive equity be maintained under the appropriate supplements. To accomplish both objectives the Committee approves the following interim provisions:

1. Employees who elect to transfer from Valley Copperstate to the payroll of I-5 shall, commencing with their first day of employment with I-5, start accumulating vacation benefits with that Company based upon their previous recognized seniority date for vacation purposes with Valley Copperstate System.

2. All such employees shall receive a minimum of one week's vacation and pay after one year's service with I-5 and shall be credited for all additional vacation benefits accrued under the vacation clause as provided hereinafter.

3. Transferred employees who qualify for two or more weeks of vacation for their combined service with Valley Copperstate System and I-5 after two years of service with I-5 shall be granted a minimum of two weeks' vacation and pay and shall be credited for additional vacation benefits under the vacation clause as provided herein.

4. All accrued vacation pay earned during the first two years of employment with I-5 which are in excess of the vacations provided in Item 2 and 3 above shall be paid to the transferring employees prior to their third anniversary date of employment with I-5. Upon the termination of employment for any reason such employees shall be immediately paid all credited accrued vacation pay.

5. Such employees after completing three years of service with I-5 shall be afforded all vacation rights and benefits thereafter as provided in the appropriate supplement.

SENIORITY APPLICATIONS

Salem, Albany, Eugene, Roseburg, Grants Pass, Medford

1. All terminal employees on the recognized seniority list of Valley Copperstate System as of August 20 1970 at each of the above terminals shall in seniority order be offered an opportunity to transfer to I-5 for any positions established by I-5 in those localities and for which such employees are qualified. The transfer shall be restricted to the separate seniority units as already established by the Valley Copperstate System.

Portland, Oregon

Valley Copperstate System's Portland terminal will remain in operation in Portland, Oregon. It is not contemplated that the acquisition of the intrastate authority by I-5 will materially affect the present complement of employees at the Valley Copperstate Portland terminal. I-5 contemplates the employment of approximately twenty terminal employees at their separate terminal facilities in Portland.

1. I-5 shall offer employment opportunities in seniority order to the Valley Copperstate Portland terminal employees on those initial twenty positions. Those eligible to transfer shall be restricted to those employees on the Valley Copperstate seniority list as of August 20 1970. Successful bidders on the I-5 positions shall be removed from the Valley Copperstate seniority list and shall be transferred to I-5. All unsuccessful or non-bidders shall have no further rights at I-5.

(Continued on next page)

SENIORITY APPLICATIONS (Continued)

Road Drivers

I-5 contemplates initially employing in Portland, Oregon, thirteen over-the-road drivers. Those drivers, with the exception of the Portland-Medford operations, will be Portland-based short-line drivers.

1. The line drivers on the line seniority lists at all of the Valley Copperstate Oregon terminals as of August 20 1970 shall in seniority order be offered an opportunity to accept the over-the-road supplement positions at the I-5 Portland terminal. Drivers accepting these new jobs in Portland will bear their own moving expense.

2. Unsuccessful bidders and non-bidders among the Valley Copperstate line drivers shall have no further rights at I-5.

Time Limitations

1. Eligible employees of the Valley Copperstate System shall have a maximum of ten days after receipt of notification from I-5 to exercise their transfer rights as defined herein. Failure to respond to such notice shall forfeit such rights to transfer. Copies of all such notices shall be mailed simultaneously to the local unions involved.

2. After I-5 has fulfilled the commitments made herein it will be deemed to be in full compliance with the terms of the labor contract.

In addition, this Committee will retain jurisdiction until the November meeting of the JWAC pertaining to any other related problems that might develop in connection with this sale. This memorandum of understanding is between the respective parties and will have no precedent-setting value on any other case.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5524

Local 741, Seattle, Washington, and
United-Buckingham Freight Lines

O-T-R
Dispute

Local 741 is in dispute with Company over mileage reductions.

Case #2836 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC July 15, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Western Gillette, and
11-70-5591 Local 70

Master
Dispute

The Company requests the Joint Western Area Committee to approve its method of correction, under Article 6 of the National Master Freight Agreement, of vacation overpayment.

1. The over-payment can be applied against your 1971 vacation, or
2. The over-payment can be re-paid the Company in equal deductions over a period of weeks, mutually agreed upon between parties.
3. The retroactive wages due you could be credited to the over-payment amount to reduce that sum. The remainder then could be applied by using either alternative one or two above.

If we do not hear from you by October 7, 1970, return envelope enclosed, we will exercise in the Company's behalf the first alternative and charge the over-payment to your 1971 vacation payment to be received.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5592

Local 81, Portland, Oregon, and
McCracken Brothers Motor Freight

O-T-R
Dispute

Local 81 is disputing the Company's violation of the short line agreement. This dispute is filed on behalf of Robert G. Carnes and we are asking for 3 1/2 hours on July 12, 1970, and three hours on July 19, 1970 for the same short line violation.

Mr. Robert Carnes the number four line driver for McCracken Brothers was dispatched to Eugene on Sunday, July 12, 1970, and left Portland at 8:30 p.m. arrived in Eugene at 11:15 p.m. worked his trailer until 2:45 a.m. and took thirty minutes for lunch, arriving back in Portland at 5:30 a.m.

The Union is asking for three and one-half hours overtime for the time worked on a premium day.

The Company contends that they pay the applicable short line scale and they are not obligated to pay the time and one-half rate when a short line driver performs a service on a premium day.

Case #1719.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC August 3, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5593

Local 81, Portland, Oregon, and
O. N. C. Motor Freight System

O-T-R
Dispute

Local 81 is in dispute with O.N.C. Motor Freight System over the violation of Article 53, Section 3, Paragraph (e) of the Western States Area Over-The-Road Supplemental Agreement, involving the Company dispatching Medford extra board men out ahead of regular Portland bid run drivers which is contrary to the agreed-to dispatch rules.

The dispute involves the Company dispatching Medford extra board men out ahead of regular Portland bid run drivers on May 15, 1970. The dispatch rules state that personnel must be run out as follows:

First man out is the foreign domicile bid driver, the second man is the home domicile bid driver, the third the foreign domicile extra board man and the fourth man out is the home domicile extra board man. The second, third, and fourth men out were dispatched two hours after the Medford men were dispatched out.

The Company contends that because of a wildcat strike in Oakland, California, the Company did not intend to send freight south and sent its Medford drivers on home. After they had sent the drivers back to Medford the pickets were pulled and they sent six divisions on south. The regular bid man had the day off and extra board men were sent out in proper position. The Company sent the men out in this position first bid man Sealy, the three Medford extra board men, Tate, Madsen, Newby, Norman, and Bourbonnais. They paid Madsen a runaround and felt that they did the correct thing.

Case # 1711.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC August 3, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5594

Local 81, Portland, Oregon, and
Ringsby Pacific Ltd.

O-T-R
Dispute

Local 81 is claiming a runaround claim for A. E. Pepin
as a result of the Company cancelling the first Umatilla
turn on June 22, 1970.

Case #1726.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC August 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
11-70-5595 T.I.M.E., DC. Inc.

O-T-R Local 81 is in dispute with T.I.M.E., Dc. Inc. over the
Dispute Company's dispatch procedure of drivers M. E. Jones,
R. W. Mann, I. G. Smith and M. D. Nichols, sleeper
teams out of Portland, Oregon.

The Union is claiming for each driver 23 1/2 hours on February 17th, and 23 hours on February 24th, for sleeper team Nichols and Smith and for the team of Jones and Mann, 18 1/2 hours on February 5th, and 21 hours on February 16th. The Union contends this claim occurred when the Company did not dispatch these drivers according to the dispatch rule pertaining to home domiciled teams vs. foreign teams. This dispatch rule became effective June 25, 1968.

The Company contends that the dispatch rule in question does not pertain to Local 81. That when this dispatch rule was agreed to by Locals 741, 468, and 180, Local 81 was not represented and did not agree to the rule.

Case #1615 .

JSC Motion: That since there seemed to be a controversy over dispatch rules regarding sleeper teams at away from home terminals involving several Joint Councils, this case be referred to the Joint Western Committee. Motion Carried.

Oregon JSC May 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #
11-70-5596

Local 180, Los Angeles, California, and
Consolidated Freight

O-T-R
Dispute

Local 180 is asking for and on behalf of all drivers affected, pay for all runaround or trips lost when on the following dated Consolidated Freight sent loads by piggyback when they had men and equipment available and also drivers on layoff. These loads were piggybacked to Salt Lake City, Utah and Denver, Colorado.

December 10, 1969	UPZ 20658
December 20, 1969	UPZ 201386
December 19, 1969	Riss 3255 Denver
December 19, 1969	CF 967-620
January 15, 1970	UPZ 20821
	UPZ 200978
January 5, 1970	UPZ 20829
	UPZ 20910
January 11, 1970	UPZ 20124
	UPZ 20944

Because the Company has concealed the records and violated the contract we are also asking pay on any others which the records may reveal from December 10, 1969 forward. We are further requesting that the Company furnish all records pertinent to this claim.

Case #SC-4-(3)-70-5848.

JSC Motion: That based on the facts presented the claim of the Union be allowed for 10 round trips to Salt Lake, and the Company be instructed to produce the records for any other piggyback operations.

Deadlocked Southern California JSC September 16, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and
11-70-5597 T.I.M.E., DC. Inc.

O-T-R
Dispute

For and on behalf of all drivers affected, Local 180 is asking that they be paid all runaround claims due them on the following dates: December 1, 2, 3, 8, 9 and 10 of 1969. Also November 17 and 18, 1969.

We are asking this because on said dates the Company violated a Compnay work rule which was agreed to with Local 180 whereby they turned foreign based teams out of Los Angeles, California and later cancelled teams based on Los Angeles, California. All drivers names and the amounts of runaround claims will be furnished at the time this grievance is heard at the JSC.

Case #SC-4-(1)-70-5535.

JSC Motion: That based on the facts presented the claim of the Union be denied.

Deadlocked Southern California JSC September 17, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5598

Local 180, Los Angeles, California, and
T.I.M.E., DC. Inc.

O-T-R
Dispute

Local 180 takes the position that drivers B. Pitts and E. Davidson are entitled to the difference in miles between a roundtrip from Los Angeles to Corning and return and a roundtrip from Los Angeles to Seattle and return. We are also claiming this on the basis that on January 20, 1970, these drivers were in Corning first and should have been dispatched through to Seattle. The Company violated the work rules by sending the team behind them through to Seattle and turning Davidson and Pitts. This claim was denied by the Company on January 21, 1970.

Case #SC-4-(3)-70-5873.

JSC Motion: That based on the facts presented the claim of the Union be denied.

Deadlocked Southern California JSC September 17, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5599

Local 180, Los Angeles, California, and
T.I.M.E., DC. Inc.

O-T-R
Dispute

Joe Parrish and R. Seeley are asking to be compensated for 12 hours runaround pay to each. On February 25, 1970 these drivers arrived in Seattle and were put off duty. While they were laying over, the Company dispatched 4 Seattle teams out ahead of them causing this runaround. According to the agreement in regard to the 1:00 dispatch rule, if these loads are not completed by 1:00 A.M. the Los Angeles teams are to be dispatched out first. Due to the fact none of these loads were completed by 1:00 A.M. February 26, 1970, it is the position of the Union that this claim should be paid.

Case #SC-4-70-6290.

JSC Motion: That based on the facts presented, claim of the Union be allowed.

Deadlocked Southern California JSC September 17, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5600

Local 180, Los Angeles, California, and
T.I.M.E. DC., Inc., Lasme

O-T-R
Dispute

B. Davidson and B. Pitts are asking to be paid for the difference between a round trip from Los Angeles to Corning, California and return and a roundtrip from Los Angeles to Seattle, Washington. They are asking this due to the fact that the Company violated a Company work rule in Corning, California on February 13, 1970 when they turned truck #50-3207 back to Los Angeles and sent truck #50-3223 on through to Seattle, Washington. Local 180 take the position that according to the Company work rules if there is two trucks in Corning at the same time and a choice has to be made as to which truck will go through it will be the first truck in the roll call. Davidson and Pitts were on truck #50-3207 and were first into Corning and should have been first to go through because truck #50-3223 was over their running time and therefore they established a new position when they arrived in Corning. Based on these facts this claim should be paid.

Case #SC-9-(5)-70-6561.

JSC Motion: That based on the facts presented the claim of the Union be allowed.

Deadlocked Southern California JSC October 6, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
 11-70-5601

Local 180, Los Angeles, California, and
 T.I.M.E. DC., Inc., Lasme

O-T-R
 Dispute

M. Harmon and J. Robbins are asking to be paid the difference in a round trip from Los Angeles to Corning, and a roundtrip to Portland. On March 24, 1970 Harmon and Robbins were dispatched to depart at 3:30 A.M. on March 25, 1970. Truck #50-3211 was given a dispatch to depart at 4:00 A.M. same day. Truck #50-3211 departed ahead of Harmon and Robbins and was sent through to Portland. Harmon and Robbins did not get out of Los Angeles until 6:30 A.M. March 25, 1970 because the load was not completed. When they departed as a result of the delay they were turned at Corning, California. It is the position of the Union that when Harmon and Robbins load was not completed by their departure time they should have been given the Portland load which was ready and sent through to Portland, therefore we feel they are entitled to be paid for the difference in the two trips.

Case #SC-9-(5)-70-6562.

JSC Motion: That based on the facts presented the claim of the Union be allowed.

Deadlocked Southern California JSC October 6, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California
 11-70-5602 Local 357, Los Angeles, California
 Local 235, Orange, California and
 Wescartage Company

Master Company proposes to extend the time limits imposed in
 Dispute Change of Operations Case #11-9-4986 from December 31,
 1970 to May, 1971. This proposed extension is necessary due
 to the inability to complete work at new terminal site by
 December 31, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5603

Local 222, Salt Lake City, Utah, and
Garrett Freightlines

O-T-R
Dispute

W. C. Losser, a Salt Lake line driver, arrived at Boise, Idaho, at 10:00 on July 22, 1970, and was relieved from duty. After his rest was up, he was called and directed to report at the terminal at 22:30, which he did. After he reported, it was discovered that one of the trailers hooked up to his equipment was not the correct trailer and he was delayed until the equipment was changed, departing at 00:15. The Company paid him 1 1/2 hours delay time.

Although the Union admits there was no subterfuge involved, it claims a 2 hour minimum, contending that even though Losser went on the clock when he reported at 22:30, the minimum is payable if he is not actually on his way by the end of the 14th hour.

The Company contends that since Mr. Losser went on the clock when he reported at 22:30 and there was no subterfuge, that the minimum is not payable.

Case #1853.

JSC Motion: That Mr. Losser be paid an additional 15 minutes.

Deadlocked Utah-Idaho JSC September 21, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5604

Local 222, Salt Lake City, Utah, and
I. M. L. Freight, Inc.

Automotive
Dispute

James N. Martin, a Salt Lake hostler, is claiming eight (8) hours pay at time and one half for Saturday, May 16, 1970, contending that although he bid to work the weekend, he was not awarded the work, and during the day shift Teamster employees working under the Automotive Supplement took two line trailers from the Company's terminal to the Thermo King dealer for mechanical repairs.

The Union claims eight (8) hours pay for work performed by non-bargaining unit employees.

Case #1820.

JSC Motion: That the claim of the Union be denied.

Deadlocked Utah-Idaho JSC August 26, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5605

Local 222, Salt Lake City, Utah, and
Pacific Intermountain Express

O-T-R
Dispute

On the date in question, two Salt Lake line drivers were on layover at Winnemucca and Mr. Powers, an extra board man, had arrived shortly thereafter. The first eastbound load arriving in Winnemucca was destined for Boise requiring a dispatch from Winnemucca to Boise with a second layover and then on to Salt Lake. The second eastbound load, arriving very shortly after the first, was destined direct to Salt Lake.

Under existing written dispatch rules the Winnemucca to Salt Lake via Boise loads are supposed to be pulled by the extra board rather than bid drivers. The bid driver contacted the Salt Lake dispatcher and intimated that he was the only driver available, he persuaded the dispatcher to send him with the Boise load. Extra board driver, Powers, although telling the bid driver he was entitled to the Boise load, took the Salt Lake load without contacting the Salt Lake dispatcher.

The Union claims the difference in pay contending that under the dispatch rules, he was entitled to the Boise load.

Case #1842.

JSC Motion: That the Union's claim be paid.

Deadlocked Utah-Idaho JSC August 26, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5606

Local 224, Los Angeles, California, and
Paxton Truck Company

Heavy-
Specialized
Dispute

Local 224 on behalf of George M. Johnson claims 27 hours
abuse of free time when he was laying over enroute between
Flagstaff and Williams. He arrived on Monday November 10,
1969, but the Company receiving the load would not unload it
till Wednesday, November 12, 1969.

Case #SC-4-(2)-70-5767.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC September 3 and 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5607

Local 224, Los Angeles, California, and
Paxton Truck Company

Heavy-
Specialized
Dispute

Case #SC-4-(3)-70-5820 :

Local 224 on behalf of John W. Oldham claims runaround on
November 28, 1969 when Company dispatched sub-hauler from
Montebello to Fontana, to San Leandro and back to Montebello.

Case #SC-4-(3)-70-5821:

Local 224 on behalf of Al L. Diendorf claims runaround on
November 28, 1969 when the Company used sub-hauler in his
stead. This claim is for trip from Montebello to Fontana, to
San Leandro and return to Montebello.

Case #SC-4-(3)-70-5822:

Local 224 on behalf of John L. Ellis claims runaround on
November 28, 1969 when the Company used sub-haulers in
his stead. This claim is for a trip from Los Angeles to Fon-
tana to San Leandro and return to Los Angeles.

Case #SC-4-(3)-70-5820/ 5821/ 5822.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC September 3 and 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5608

Local 224, Los Angeles, California. and
Valley Copperstate System

O-T-R
Dispute

Local 224 on behalf of driver Maurice Riganti claims 2 hours on January 1, 1970 and January 9, 1970 for checking equipment and various other duties that have always been paid in the past on the north runs at Valley Copperstate System.

Case #SC-4-(2)-70-5784.

JSC Motion: That based on the facts presented the claim of M. Riganti be denied.

Deadlocked Southern California JSC September 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5609

Local 224, Los Angeles, California, and
Valley Copperstate System

O-T-R
Dispute

Case #SC-4-70-6264: On behalf of Louis J. Smeykal claims one-half hour on January 11, 1970, and one-half hour on January 15, 1970, total one hour terminal delay. Further information will be presented at the hearing.

Case #SC-4-70-6265: On behalf of Bob Kelly and all other drivers affected, claims terminal delay. Mr Kelly is claiming 30 minutes on February 7, 1970 in Los Angeles, 30 minutes on February 12, 1970 in Oakland, 30 minutes on February 17, 1970 in Los Angeles, 15 minutes on February 19, 1970. (These claims were denied by the Company on these dates). Total 2 3/4 hours. Further information will be presented at the hearing.

Cases #SC-4-70-6264 and #SC-4-70-6265.

JSC Motion: That these cases are companion cases to SC-4-(2)-70-5784 and are therefore referred to JWC to be heard as one. Motion Carried.

Southern California JSC September 16, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 310, Tucson, Arizona, and
 11-70-5610 Milne Truck Lines, Inc.

Master Money claim for Mike Prefling and Benny Nunez for heavy
 Interpretation duty pay.

Joint Council No. 71 contends that under the provision of the new Agreement the interpretation previously agreed to in 1962 as to what constituted heavy duty work is no longer applicable, and that the premium rate for heavy duty is now applicable on line equipment used in local operations or equipment of four or more axles.

The Employers contend that the heavy duty premium rate in the Joint Council No. 71 area is applicable only on four or more axles equipment; and that Article 48, Section 9 for line power equipment used in local operations is not applicable due to the fact that it has not been applicable in the past.

Case #JSC-80.

JSC Motion: That this Case is retained in jurisdiction of the Joint State Committee pending referral to the Joint Western Area Committee for an interpretation of Article 48, Section 9, of the Western Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement.

Date of Action, October 9-10, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # West Transportation Company, and
11-70-5611 Local 315

Master Request for relief from a practice that no longer is
Dispute equitable.

Case #CBAC 9-0-CB 3595.

JSC Motion: That based on the facts presented in this case
the panel recognizes a need for relief and the case is moved
to the Joint Western Area Committee for a final decision
based on Article 6 of National Master Freight Agreement.

California Bay JSC September 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5612

Local 467, San Bernardino, California, and
McKeown Transportation Company

O-T-R
Dispute

General Truck Drivers, Warehousemen and Helpers
Union Local 467 hereby files a grievance against
McKeown Transportation Company under Article 43 of
the Over the Road Agreement on behalf of Walter Wright,
et al. We are claiming a Maintenance of Standards under
Article 6 of the National Master Freight Agreement - re:
Coffee Breaks. The Company has in the past few years
permitted the drivers to take their two (2) coffee breaks
together because of the nature of their job. Now the Comp-
any is deducting all time in excess of fifteen (15) minutes
at any time.

Case #SC-4-70-6307.

JSC Motion: That based on the Rider and Agreement be-
tween the parties in Article 2, Section 1-A the single-man
operation is entitled to take a 15-minute coffee break with-
in each 4-hour tour of duty and the sleeper team operators
are entitled to take a 15-minute coffee break within each
8-hour tour of duty, except when it is impossible for either
of the above described coffee breaks to be taken during the
4-hour or 8-hour period, they may be combined, and the
money claim is denied.

Deadlocked Southern California JSC September 21, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5613

Local 492, Albuquerque, New Mexico, and
Navajo Freight Lines, Inc.

Automotive
Dispute

Case #JSC-1569: Money claim on behalf of Frank Lujan -
April 7, 8 and 11, and May 5 and 6.

Case #JSC-1: Work week dispute: E. Royball, H. Johnson,
Dale Bobb, M. Gonzales, T. Gonzales, J.N. Valdez and
F. Barros.

These cases were combined for hearing by agreement of the
parties

The Union claims that the Company violated the seniority
provisions of the Agreements when servicemen were layed
off without regard to their seniority. Mr. Jim Hall, Steward
for the servicemen, reviewed the work week schedule and
layoff sequence.

The Company stated that they complied with the work week
guarantees and did not layoff until each man had completed
his staggered work week.

Cases #JSC1569 and #JSC1.

JSC Motion: That the claims of the Union be denied.

Deadlocked Arizona-New Mexico JSC September 9, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5614

Local 495, Los Angeles, California, and
Consolidated Freightways

Automotive
Dispute

Local 495 in behalf of Milton Hicks, claims eight (8) hours pay at the premium rate for each of the following dates: September 13, 20, and 27, 1969 - October 4, 11, 18 and 25, 1969, when a tire company by the name of Geyer & Jones performed the tire work in the Company yard.

Case #SC-4-(12-9)-70-5160.

JSC Motion: That based on the evidence presented this is deemed to be sub-contracting, and therefore the claim of the Union be allowed.

Deadlocked Southern California JSC September 11, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5615

Local 495, Los Angeles, California, and
General Transport Equipment Company

Automotive
Dispute

Case #SC-4-70-6223: On behalf of Harold Hutsell and Hal Boehm, claim monies in the amount of \$734.22 when on February 2, 1970 Company refused to pay for stolen tools that were taken from Company premises that belonged to these men that the Company required them to have in order for them to perform their duties.

Case #SC-4-70-6224: On behalf of Ray Moreno, claim monies in the amount of \$200.00 when on February 2, 1970 Company refused to pay for tools that were stolen from Company premises that they required him to furnish to perform his duties.

Cases #SC-4-70-6223 and #SC-4-70-6224.

JSC Motion: That based on the facts presented the claims of the Union be denied.

Deadlocked Southern California JSC September 11, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5616

Local 495, Los Angeles, California, and
Pacific Motor Trucking

Automotive
Dispute

Local 495 in behalf of Floyd A. Brown claims eight (8)
hours pay at the premium rate, when Company failed to
guarantee him forty (40) hours and protest change of days
off.

Case #SC-4-(1)-70-5480.

JSC Motion: That this is an interpretive matter and therefore
referred to the JWAC, and the money claim be denied.

Deadlocked Southern California JSC September 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5617

Local 495, Los Angeles, California, and
P. M. T.

Automotive
Dispute

Local 495 on behalf of George Burke claims fourteen (14) hours at the premium rate when on February 2nd, 3rd and 4th, 1970, men outside of Bargaining Unit performed Local 495 work.

Case #SC-4-(3)-70-6149.

JSC Motion: That based on the facts presented the Company is in violation of Article 38, Section 1 and 2 of the Automotive Supplemental Agreement and the money claim be denied.

Deadlocked Southern California JSC September 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5618

Local 533, Reno, Nevada, and
O.N.C. Freight Line

O-T-R
Dispute

Union claims Ray Miller, Sacramento turnaround man, was left home on August 3 and 6, 1970, while Sacramento turns were pulled by other men. Union amends to include August 10, 13 and 17. Union claims run is 138 miles. Sacramento drivers are not foreign drivers in the sense of long line. Sacramento drivers are many times dispatched to Reno and laid over. There is freight in Reno and the men should be sent out of Reno and not Sacramento men dispatched to pick up Reno freight. The run was established in 1958 for Reno men to haul freight from Sacramento originating in Los Angeles.

Company claims Miller is a Reno domiciled driver running extra. Company claims foreign drivers were returned to home terminal first ahead of Reno man.

Case #CV-80-3141.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC August 26-27, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5619

Local 670, Salem, Oregon, and
Pacific Intermountain Express

O-T-R
Dispute

Local Union #670 is in dispute with the Company over a dispatch claim for James W. Dawson, Jr. The Union contends that Mr. Dawson was dispatched from Ontario, Oregon to Seattle, Washington, but ran out of hours at North Bend, Washington. The Company sent a truck from Seattle to North Bend, and Mr. Dawson was dispatched from North Bend back to Ontario. The Union feels that the man should be paid the difference being his original dispatch was Seattle.

The Company feels that the man was not shorted anything because by laying over if he had gone on to Seattle he would have taken fourteen hours or so to complete his turn.

Case #1767.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC October 6, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
 11-70-5620

Local 741, Seattle, Washington, and
 Best Way Motor Freight

Master
 Interpreta-
 tion

Local 741 requests payments at the appropriate rate from
 Best Way Motor Freight for Peter Lascich on health and welfare
 payments until November 1970. This claim is due to on-
 the-job injury in September, 1969.

Case #2865(U).

JSC Motion: Based on the facts that the individual involved in
 this factual case suffered an industrial injury by reason of which
 he was granted a full pension under the Washington Industrial
 Compensation Act before the expiration of the twelve month
 period provided under the contract for employer payment of
 health and welfare and pension contribution, does the employer
 have an obligation to continue those payments for 12 months or
 only until the date the full pension was granted ?

Washington JSC August 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
11-70-5621 Consolidated Freightways

O-T-R Under Article 61 of the WSA-OTR Supplement, Local 741
Dispute requests holiday pay from Consolidated Freightways for
Hans Goettsche for Memorial Day, May 30, 1970.

Case #2866(U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC August 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5622 Local 741, Seattle, Washington, and
Pacific Intermountain Express

O-T-R Local 741 protests P.I.E. bidding Humble Oil South area
Dispute position and request Company cease and desist this bid until
mutually agreed to by Local 741 and also Local 741 is request-
ing P.I.E. reimburse all senior drivers due to said illegal bid
since July 1, 1970.

Case #2875(U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC August 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
 11-70-5623 T.I.M.E., DC. Inc.

Master Local 741 is in disagreement with the Company on their appli-
 Interpreta- cation of vacation benefits to employees who are laid off less
 tion than 120 days but more than 30 days.

Case #2882(U).

JSC Motion: Based on the facts that certain individuals in this factual case have been in a laid off status more than 30 days and less than 120 days before being called back to work, an interpretation is requested as to whether the lay off time between 30 days and the call back from layoff, which is less than 120 days, can or cannot be used for future vacation eligibility. The interpretation requested is not concerned with the amount of vacation pay, except as it might be involved in whether, for instance, an individual would have one, two, three or four weeks of vacation earned.

Washington JSC August 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5624

O. N. C. Motor Freight System, and
Local 856, San Francisco, California

MASTER
Interpre-
tation

Request for interpretation of bargaining units jurisdiction.
When the Company's computer system is being operated by
a Lessee is the Company's bargaining unit personnel
required to be present?

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5625

Local 961, Denver, Colorado, and
Navajo Freight Lines, Inc.

Automotive
Dispute

James Hebenstreit states: The Company is failing to recognize my seniority rights as provided for in the contract. On January 23, 1970, Mack Bridges was laid off, thus creating a vacancy which was immediately put up for bid by the Company. I bid the job, which was classified as terminal yard and clean-up man. On July 20, 1970, Mack Bridges was called back to work and was told by the Company that he was to return to his job, from which he had been previously laid off. I bid this job because the job that I had previously held as a wash man was abolished by the Company and I had no other choice. On July 6, 1970, the job of wash man was restored and put up for bid by the Company, this job was bid by another man who had also been on lay off status from the tire department, when he returned to work he had to take the only job available, which was not in the tire department, from where he was laid off and where he had most seniority, but was placed in a classification that he has never worked before. (He was hired as a grease man).

Case #87.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5626

Local 961, Denver, Colorado, and
The Ringsby System

O-T-R
Dispute

Dave Lucerne and Harry M. Shunk state: No dispatch
point, claims it is on travel orders. We do not get paid
by travel orders, but by the trip sheet.

Case #29.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5627

Local 961, Denver, Colorado, and
Ringsby Truck System

O-T-R
Dispute

Walter T. Killing states: Abuse of free time. Arrived in Salt Lake City, was told there were no loads, and was sent to the hotel for 8 1/4 hours. Trailer 27-143 and 27-27 were loaded and ready to go to Oakland, at this time. We claim 1500 miles to Oakland, and return and 8 1/4 hours delay when there were loads available.

Case #47.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 2, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5628

Local 962, Medford, Oregon, and
Consolidated Freightways

O-T-R
Dispute

Local 962 is in dispute with Consolidated Freightways over their violation of Article 28, Section 3 of the Western States Over-The-Road Supplemental Agreement. The Union is claiming eight and one-half hours in behalf of Andy Lynch.

The Union contends that no line driver loads or unloads freight at the beginning or end of their run. On the day in question the dispatcher's orders were to unload freight in Medford. The driver unloaded 7,000 lbs. of freight at 2:00 p.m. and the schedule sat until 7:00 p.m. that night before it came to Portland. No line driver based in Medford can perform pick-up and delivery work and deprive a P.U.D. man of eight hours work. Wayfreighting between points of destination is allowed but not at the beginning or end of a run.

The Company contends that the contract states a man may load and unload on a through schedule and that partial loads must be unloaded by the drivers.

Case #1729.

JSC Motion: That the claim of the Union be paid and the Company cease and desist on having line drivers load and unload at the beginning and end of their division points.

Deadlocked Oregon JSC August 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5629

Local 962, Medford, Oregon, and
Consolidated Freightways

O-T-R
Dispute

Local Union #962 is in dispute with the Company over their violation of a 1961 Change of Operations Agreement involving Charles Cook and John McKay.

The Union contends that several years ago there was a Change of Operations that affected the men in Mt. Shasta who were moved to Eugene and Medford and guaranteed a place on the extra-board. For several years now in Medford they have had a three-man extra - board. In May of this year one of the men died and another one was sick. The Local Union at that time asked the Company to try to get drivers from Valley Copper-state because there were men out of work. The Company told the Local Union that they would run men out of Portland instead of Medford and said it would be corrected in two or three weeks in a Change of Operations. At the present time nothing has been done and Mr. McKay only works on the days when there are two men off.

The Company contends that Portland has an eighty man extra-board and three are all there are in Medford. The extra-board bid men have been handling some freight but the freight has been also handled by a bid man. The Change of Operations did not guarantee work but simply a position on the extra-board.

Case #1762.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5630

Local 962, Medford, Oregon, and
Valley Copperstate System

O-T-R
Dispute

Local Union #962 is in dispute with the Company over the violation of Article 6 and Article 49, Section 1 of the Western States Over-the-Road Motor Freight Supplemental Agreement.

The Union contends that the Company is no longer paying their men thirty minutes for fueling their rigs at Albany on their Medford to Seattle runs. The Company did so in the past and since the employee is working in the service of the Company they are entitled to this as it is a past practice.

The Company contends that they are paying fifteen minutes for check and fuel time and if there is additional time they should show this amount.

Case #1758.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 5, 1970.

DISCHARGES AND WARNING LETTERS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
8-70-5486 Transcon Lines

Discharge Union protests termination of C. F. Mittelbuscher dated
May 26, 1970. Union claims man improperly terminated and
should retain his seniority with the Company.

The Employer's position is that the man was terminated for
dishonesty. Made petty purchases without authorization, falsi-
fied amount paid for room rent, claimed he had paid for repair
of cab heater and purchase of anti-freeze. The hourly rate of
\$5.00 which he reported was in error. If a mechanic had been
utilized the rate would have been \$7.50 per hour.

Case #6-0-CB-3498.

JSC Motion: That the discharge is sustained.

Deadlocked California Bay JSC June 15, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5631

Local 17, Denver, Colorado, and
Pacific Intermountain Express

Discharge

David Babcock protests his discharge of July 14, 1970.

Case #102.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5632

Local 180, Los Angeles, California, and
I C X

Discharge

Local 180 on behalf of Carl Carr protests his termination by ICX on March 10, 1970. The Company lists 'abusive use of equipment' on trip # LA456 as grounds for this action. It is the position of the Union that the facts pertinent to this case are insufficient grounds for termination, and we therefore ask that Carr be reinstated with no loss of seniority or other benefits, and be compensated for all time lost due to this action.

Case #SC-4-70-6281.

JSC Motion: That based on the facts presented the discharge be sustained.

Deadlocked Southern California JSC September 16, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5633

Local 208, Los Angeles, California, and
Accurate Cartage and Warehouse

Discharge

The Local Union protests the termination of Jack D. Kautzer, dated April 20, 1970 alleging that he voluntarily quit his employment at this Company. The Local Union submits that this termination is not properly based upon the pertinent facts involved as well as being unreasonable, unfair and unjust. The Local Union further submits that at no time did Kautzer "voluntarily quit" his employment as alleged. In view of the foregoing, for and on behalf of Kautzer, the Local Union requests his reinstatement, together with all seniority rights and benefits, and with back pay for all time lost.

Case #SC-9-(5)-70-6467.

JSC Motion: That based on the facts presented, J. Kautzer did not voluntarily quit his employment, that he be returned to work on Monday, October 12, 1970 with full seniority and compensated from August 12, 1970 to date, less any monies earned elsewhere.

Deadlocked Southern California JSC October 9, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5634

Local 208, Los Angeles, California, and
Signal Trucking Service, Ltd.

Discharge

John Curry protests his termination of March 2, 1970 where Company alleges he was drinking on duty. The allegation is unfounded and is not consistent to the facts.

Case #SC-4-70-6413.

JSC Motion: That based on the facts presented the discharge be sustained.

Deadlocked Southern California JSC September 24, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5635

Local 208, Los Angeles, California, and
Signal Trucking Service, Ltd.

Discharge

Anthony Davis protests his termination of March 2, 1970
where Company alleges he was drinking on duty. The alle-
gation is unfounded and is not consistent to the facts.

Case #SC-4-70-6414.

JSC Motion: That based on the facts presented the discharge
be sustained.

Deadlocked Southern California JSC September 24, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5636

Local 208, Los Angeles, California, and
Willig Transportation

Discharge

On Behalf of Vance Scott:
This member is protesting termination notice dated
March 11, 1970 and received March 13, 1970, claiming
"Dishonesty - failure to have valid California drivers
license".

Case #SC-4-70-6453.

JSC Motion: That based on the facts presented the employ-
ee be returned to work on his next regular shift and comp-
ensated for all time lost.

Deadlocked Southern California JSC September 25, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5637

Local 208, Los Angeles, California, and
Willig Transportation

Discharge

On behalf of Raymond Long:
Protesting termination notice dated March 10, 1970 and
received March 12, 1970, claiming "Failure to call or show
for work".

Case #SC-4-70-6455.

JSC Motion: That based on the facts presented the discharge
be sustained.

Deadlocked Southern California September 25, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5638

Local 222, Salt Lake City, Utah, and
Pacific Intermountain Express

Discharge

Floyd L. Elliott is a Salt Lake based line driver with a seniority date of November 27, 1968. He was discharged July 28, 1970, for an accident which occurred approximately 01:00 on July 26, when he was eastbound approximately 12 miles west of Salt Lake City, on Highway 40 near the Beach Road exit. The equipment went off the right side of the road, struck a road sign and the rear trailer overturned causing substantial damage to the equipment and cargo. Total damage is estimated at \$8,875.00. Mr Elliott is a bid driver driving this road three times a week. He was issued a citation for failure to maintain control of his equipment. The Company contends that under the circumstances he was guilty of recklessness involving a serious accident and that the discharge is warranted. There was no Warning Notice in effect.

The Union contends that the circumstances do not warrant discharge. The driver on his own behalf claims mechanical failure, contending that the rear trailer was defective and pulled him to the right and that he had absolutely no brake control.

The Company contends that physical examination and inspection of the equipment indicates no mechanical difficulty; that the tractor and front trailer were driven from the scene of the accident back to the terminal without difficulty and that the brakes worked satisfactorily; that if the rear trailer had come loose prior to the accident, the brakes would automatically set up and that there was no skid marks or other indication that this had happened.

Case #1841.

JSC Motion: That Mr. Elliott be reinstated to his employment as of August 27, 1970 with full seniority.

Deadlocked Utah-Idaho JSC August 26, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5639

Local 224, Los Angeles, California, and
Blackburn Truck Lines, Inc.

Discharge

Local 224 on behalf of Fred V. Kinsey protests his discharge, alleged to be a voluntary quit as of March 11, 1970. We request that he be reinstated with full seniority, fringe benefits and compensation for all time lost.

Case #SC-4-70-6236.

JSC Motion: That based on the facts presented Mr. Kinsey did not voluntarily quit his employment with Blackburn Truck Lines.

Deadlocked Southern California JSC September 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5640

Local 224, Los Angeles, California, and
Blackburn Truck Lines, Inc.

Discharge

Local 224 on behalf of William Logan protests his discharge alleged to be a voluntary quit as of February 27, 1970. We request the Committee to reinstate Mr. Logan with full seniority, fringe benefits and compensation for all time lost.

Case #SC-4-70-6237.

JSC Motion: That based on the facts presented Wm. Logan did not voluntarily quit his employment with Blackburn Truck Lines.

Deadlocked Southern California JSC September 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5641

Local 357, Los Angeles, California, and
T.I.M.E., DC. Inc.

Discharge

For and on behalf of Joe Thompson:
I start to work at 1:00 A.M., I went to lunch at 5:30 A.M. on March 6, 1970, upon coming up the ramp from lunch, Jim Fugate, supervisor, stopped me and told me to come to the office with him. When we got to the office, Ray Cloward and Jim Fugate told me I was drunk. I told them I was not drunk. Ray Cloward then demanded that I go to the Company doctor for a test. I asked him to see another doctor because I felt their doctor would be biased against me. I have seen it happen to other employees during my 4 years at the Company. He said if I did not go to the Company doctor, I was fired. I feel this is unjust and just personal harrassment. Since I returned to work from my last grievance, every night the supervisors watch every move I make. They also have me doing various jobs. I continue doing what they ask because I get paid for it, but it is a tremendous pressure. I request to be reinstated with full seniority and paid for all time lost.

Case #SC-4-70-6192.

JSC Motion: That based on the facts presented, the employee be returned to work on his next regular tour of duty, with no compensation for time lost.

Deadlocked Southern California September 9, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5642

Local 396, Los Angeles, California, and
Reliable Delivery Service

Discharge

Local 396 on behalf of Claudia Ginbey is protesting termination notice of February 12, 1970, stating "voluntary Quit". "I protest voluntary quit on the ground that I refused a 1:00 P.M. start and had another offer with better hours. I was told that a position starting February 16, 1970 with a start time of 8:15 A.M. to 5:00 P.M. as payroll clerk (Group V) was mine. That (2) two temporary employees were going to be released who were non-union. These two were working two 4-hour shifts. Both of these employees were working in Mr. Gordon Moore's office. I feel that being a member of the Teamsters and on the seniority list I should have been offered this job and given the opportunity to work. My claim is for monies lost and due me according to Article 48, Section 5 at the correct rate of pay of \$3.78 per hour, and my full seniority of May 3, 1969 less any monies earned elsewhere.

Case #SC-4-(3)-70-6143.

JSC Motion: That based on the facts presented the claim of the Union be allowed.

Deadlocked Southern California JSC September 11, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
11-70-5643 Cantlay-Tanzola

Discharge Union protests discharge of Ray Look, Sr.

Union's position was that the employee had been on the mobile volume tender with another company for a period of 3 1/2 years and that company representatives and mobile company representatives met with the Union at which time it was agreed that Mr. Look would become an employee of Cantlay & Tanzola. Union further stated there was considerable discussion regarding these men staying on the volume tenders and not being displaced by other Cantlay & Tanzola employees. Union further stated that in their opinion, by the Company's actions, they had waived the 30-day probationary period and Driver Look should be reinstated immediately with all back pay.

The Company stated that at no time did they waive the probationary period and that the man did not meet their qualifications, therefore he was terminated as a probationary employee.

Case #T-90-1854.

JSC Motion: That based on the facts in this case, the man be put back to work on his next available dispatch, with a seniority date of August 1, 1970, and be compensated for all monies lost.

Deadlocked California-Arizona-Nevada Joint State Tank Committee September 21, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5644

Local 692, Long Beach, California, and
Advance Trucking

Discharge

Local 692 protests the illegal layoff of our member, R. A. Carson, on February 16, 1970. Mr. Carson was injured on the job while in the employ of Advance Trucking on January 26, 1969. He was released by Dr. E.C. Manning of the Artesia Medical Clinic to return to work February 16, 1970. Mr. Carson made himself available at 8:00 A.M. on February 16, 1970. The Company did not allow him to go to work, stating they were first going to check with the insurance company. The Local Union nor Mr. Carson has received any layoff or termination notice as of the date of this filing. He has not been paid in full as outlined in the contract. We feel that Mr. Carson is able to return to work on a regular basis and we ask the Committee to instruct Advance Trucking to return him to work with full seniority, compensate him for all time lost, including fringe benefits.

Case #SC-4-(3)-70-5898.

JSC Motion: That the Company and the Union abide by Article 45 of the Over-the-Road Supplemental Agreement and that the two doctors select a third doctor whose opinion shall be final. All medical records will be made available to the third doctor along with a job description.

Deadlocked Southern California JSC September 18, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5645

Local 692, Long Beach, California, and
Rainbow Truck Company

Discharge

Local 692 Protests the termination of our member, Michael James White on March 24, 1970 and requests that he be re-instated on the job without loss of seniority and that he be compensated for all time lost including fringe benefits.

Case #SC-4-70-6457.

JSC Motion: That based on the facts presented the discharge be sustained.

Deadlocked Southern California JSC September 21, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5646

Local 57, Eugene, Oregon, and
McCracken Brothers Motor Freight

Warning
Letter

Local Union #57 is protesting the warning letter issued to
LeRoy Vaughn for reckless driving.

The Union contends that Mr. Vaughn was traveling approxi-
mately 18 miles an hour around a curve in the city of Eugene
when his box slipped. There were three Eugene city police at
the scene but Mr. Vaughn was not issued a citation. He felt the
created roll which he was carrying would not have slipped if
the crate was not placed on slick 2' x 4's.

The Company contends that the box was 61,880 lbs. was in a
crate 5' x 5' x 30' long and the roll was suspended at either
end. The Company feels that since the box had come from
Reedsport to Eugene it would have happened earlier because
Mr. Vaughn only had to take it from Eugene to Portland.

Case #1745.

JSC Motion: That the warning letter be changed to a caution-
ary letter.

Deadlocked Oregon JSC September 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5647

Local 81, Portland, Oregon, and
I. M. L. Freight, Inc.

Warning
Letter

Local Union #81 is protesting the warning letter issued to
Bobby L. Ray for failure to follow instructions.

The Union contends that the warning letter issued July 31, 1970, was issued because the Company states that Mr. Ray failed to follow instructions. Mr. Saulzer was there at the time and told the man he must go to the Terminal and start unloading and call the Company and tell them that he needed help. The Union has fourteen signatures from employees that state that this has been a past practice for quite some time.

Mr. Ray was given a short box and sent to Terminal No. 1 with 29,000 lbs. of beans in 100 lb. sacks. When he reached the Terminal he called the Company and stated that he would not unload without help.

Case #1741.

JSC Motion: That the warning letter be upheld.

Deadlocked Oregon JSC September 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5648

Local 468, Oakland, California, and
Transcon Lines

Warning
Letter

Gerald Cohen was issued a warning letter on June 10, 1970
for preventable accident.

The grievant was driving correctly and the camper truck that
was involved in this accident went through a stop sign, and
the driver of said camper was cited by the C.H.P. for unsafe
operation.

The Employer contends that the employee was operating his
equipment in an unsafe manner or he should have been able
to control his vehicle in such a manner as to have stopped in time
to avoid the impact with the camper.

Case #7-0-CB-3526.

JSC Motion: That the warning letter is sustained.

Deadlocked California Bay JSC July 21, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 533, Sparks, Nevada, and
 11-70-5649 Wells Cargo

Warning Union protests warning notice issued Lonny Steele on
 Letter September 1, 1970. Union claims the driver on his own
 time talked to the mechanic about the truck. He had written
 it up five times and there was still something wrong with the
 truck. Mechanic admitted that something was wrong.

Company read the warning notice. Claims man was drinking
 on Saturday and even though on his own time, raised a ruckus
 with the mechanic over condition of his truck. Company read
 greaser's report and report of dispatcher.

Case #CV-90-3172.

JSC Motion: That the warning notice be rescinded.

Deadlocked California Valley JSC September 23, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
11-70-5650 Sea-Land Freight Service

Warning Protest warning notices issued on May 25 and May 26th concerning
Letter incidents occurring on May 20, 1970 to the following employees:

Robert L. Ennis
Rex L. Cook
Jack B. Coffin

Dennis J. Raymond
Marvin N. Kinunen
Melvin Gredig

Case #2805 (U).

JSC Motion: That based on Article 3, Section 4 of the
National Master Freight Agreement, the warning notice be
withdrawn.

Deadlocked Washington JSC July 15, 1970.

JOINT COUNCIL #7 COMMITTEE

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
2-8-3562

Local 70, Oakland, California, and
Ringsby Truck Lines

Joint
Council #7
Dispute

The Company is trapping American President Lines vans at the consignee or shippers in Local 70 jurisdiction. The shipper or consignee is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

The Company's position is that they are only paid by American President Lines for the pull and if any extra labor is performed the American President Lines is billed for it.

Case #LD-3472.

Joint Council #7 Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee
January 4, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-8-3580

Local 85, San Francisco, California, and
Delta Lines, Inc.

Joint
Council #7
Dispute

Whether or not air freight picked up at the airport is, or is not, connecting carrier freight.

Union's position was that the Company used a swing shift hostler to pick up freight at the airport and bring it to the terminal. The Union is asking for time and a half for the grievant's entire shift.

Company stipulates to facts but took the position that they were a party to the A.C.I. Tariff, that air freight is connecting carrier freight and that the grievant did not deliver the freight but did bring it back to the terminal for loading on put-bound units.

Case #LD-3565.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 18, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee retain jurisdiction until Local 85 can bring proof that past practice in this area exists. If the rate in this matter is a through rate with division of revenue, the claim of the Union is denied; if two or more rates are applied as a combination of locals, the claim of the Union is allowed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-9-4370

Local 70, Oakland, California, and
System 99

Joint
Council #7
Dispute

Union feels that Emmett Blount should be established at the
doubles rate of pay as he drives four or five days per week
and has been doing this for a period of one year or more.

Case #LD-4421.

Joint Council #7 Motion: That the Union's position is
upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 9, 1969.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-9-4374

Encinal Terminal Container Division, and
Local 85 - San Francisco, California

Joint
Council #7
Dispute

It was the position of the Union that the Company cannot pick
and drop with Local 70 men within Local 85's jurisdiction.

It was the position of the Company that they can by the contract
article and Agreements made by the Union with other carriers.

Case #LD-4302.

Joint Council #7 Motion: This case was referred directly
to the Joint Council #7 Committee of the Joint Western Area
Committee.

Joint Council #7 Labor-Management Committee date of
action, November 21, 1968.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #
2-9-4376

Local 287, San Jose, California, and
Pacific Motor Trucking

Joint
Council #7
Dispute

Union claims consignee cannot put loaded pallets on their
rollers for one driver to push into van and hand stack same.

It was the position of the Union that this was a violation of
Article 45 of the Supplemental Agreement.

The Company contended that this was proper under Article
45 of the Agreement.

Case #LD-4270.

Joint Council #7 Motion: That under the provisions of
Article 45 the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
November 7, 1968.

February, 1969 JWAC Action: The committee will retain
jurisdiction with the understanding that the two parties will
get together and work out their particular problems based on
the discussion that was made.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4598

Local 70, Oakland, California, and
Los Angeles - Seattle Motor Express

Joint
Council #7
Dispute

Classification. The grievant is classified as a platform man.

It was the position of the Union that he drives and receives the 10,500 lb. and over rate of pay more than 50% of the time and should be paid this rate of pay throughout the year as a permanent classification. The Company stipulated to the facts but took the position that the grievant was paid for the work he actually performed per the Agreement.

Case #LD-4532.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
March 6, 1969.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4801

Local 70, Oakland, California, and
Navajo Freight Lines

Joint
Council #7
Dispute

Union requesting the permanent hostler's rate of pay be paid to Mr. Edley and also request all back monies due.

It was the position of the Union that the grievant should have received hostling pay every day.

The Company posted a bid for a relief hostler. The grievant was awarded the bid and was paid as a hostler when he actually performed the work.

Case # 5-9-LD 4638.

Joint Council #7 Motion: That based on the facts presented, the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
May 1, 1969.

August, 1969 JWAC Action:

M/m/s/c/ the committee retains jurisdiction on this case and places it in the hopper with similar cases to be settled by the Special Committee.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #
8-9-4809

Local 287, San Jose, California, and
Interstate Motor Lines

Joint
Council #7
Dispute

Shippers/Consignees Fork Lift entered a van with palletized freight, which was then unstacked by hand from the pallets and restacked by hand in the trailer.

Union requests: "Company be instructed to cease and desist this practice."

That as long as any hand loading is involved, the Shippers/Consignees Fork Lift may not go beyond the lip of the truck, which the Union construes to be that area immediately to the rear of the trailer itself.

The driver of the Fork Lift did not get off the Fork at any time, did no hand unloading or loading. The lip of the truck is construed by the Company to be the very rearmost portion of the truck bed itself, an integral part of the vehicle.

Case # 7-9-LD4835.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
July 17, 1969.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #
2-70-5161

Local 70, Oakland, California, and
Transcon Lines

Joint
Council #7
Dispute

Union states that 18 swing shift employees have been receiving the fork lift pay whether or not they performed any fork lift duties during their shifts. Claim the Company discontinued this and requests that the Company be required to reinstitute this personalized rate for the employees in question.

The Employer's position is that the only time the employees were paid fork lift pay was when they indicated on their cards that they had actually performed fork lift work. If they had not performed this work, and still put it on their cards, it was dishonest. At no time did the Company knowingly pay any man at a higher classification than that which he performed during his shift.

Case #10-9-LD-5030.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
November 6, 1969.

February, 1970 JWAC Action: M/m/s/c/ that this case be referred back to the parties to check the actual timecards involved against the spread sheet, and pay vouchers, to see if any discrepancy is present. And also that this committee retains jurisdiction.

May, 1970 JWAC Action: M/m/s/c/ until the list of 18 men being claimed for a personalized rate, with timecards and proof, either they were paid or not paid, is presented to the committee, the committee will hold jurisdiction.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #
2-70-5164

Local 85, San Francisco, California, and
Pacific Motor Trucking

Joint
Council #7
Dispute

Night hostler picked up freight at the Air Freight Terminals at San Francisco Airport. Is this payable at 1 1/2 overtime as pick-up and delivery outside of regular daylight hours?

Union states that the Air Freight Companies are customers of P. M. T. and thus this should be construed as Local Pick-Up and Delivery work, and payable at the time and one-half rate.

Company states that this is provided for under the contract for merely the 10% night premium, in that it is the pick-up of Interline, or Connecting Carrier freight. The freight moves on a tariff to which both P. M. T. and the Air Freight Carriers are a party. The compensation which P. M. T. receives is based on a percentage division of thru rates.

Case #1-0-LD-5232.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 15, 1970.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-70-5311 Wisinger Trucking Co.

Joint Miscellaneous grievances have been filed with the Company.
Council #7 The Union claims these should be settled at the Joint Council
Dispute #7 Grievance level.

As above, these cases should be heard before the Joint Council
#7 Grievance panel. They were taken up directly to the
JWAC and they ruled they should be placed before the Joint
Council #7 Grievance Committee.

The Company claims they have a 2 and 2 grievance procedure
with Local 70 and this being the case they are not parties to
the Joint Council #7 Grievance Procedure, thus the cases
are improperly before the committees.

Case #3-0-LD-5357.

Joint Council #7 Motion: That the case be heard on its merits.

Deadlocked Joint Council #7 Labor-Management Committee
April 2, 1970.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-70-5315

Local 85, San Francisco, California, and
Valley Copperstate

Joint
Council #7
Dispute

Union claims six days pay for M. Ovalle, also six days pay
for R. Federicka.

Ovalle was absent on industrial compensation. While on
compensation, he was not paid for Labor Day, Admission Day,
Thanksgiving Day, Christmas Day, New Year's Day or Birth-
days. Union claims Company has always paid these in the
past when men were off for a considerable length of time due
to industrial compensation, even though absences are as long
as six months.

Company claims any claim for holidays more than 45 days
prior to the date of filing is untimely under Article 42,
Section 1 (b) of the Local 85 Supplemental Agreement.

Case #1-0-LD-5258 and 5259.

Joint Council #7 Motion: That the case is timely filed.

Deadlocked Joint Council #7 Labor-Management Committee
February 5, 1970.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5493

Local 70, Oakland, California, and
Consolidated Freightways

Joint
Council #7
Dispute

1. Claiming penalty pay and same from Consolidated Freightways,
 - (a) A penalty pay of 10-1/2 percent of total amount of sick leave pay due, to be paid by Consolidated Freightways to the aforementioned 13 Consolidated Freightways employees listed on the face of this form. Penalty pay is to commence upon receipt of this communication at the office of the California Trucking Association, and -
 - (b) In addition - penalty pay of 1-1/2 percent of total amount of sick leave pay due to the aforementioned 13 Consolidated Freightways employees, to be paid by Consolidated Freightways on May 17, 1970, and -
 - (c) Additional penalty pay of 1-1/2 percent per month, due on the 17th day of each succeeding month of 1970, to be paid to the aforementioned 13 employees of Consolidated Freightways for total amount of all unpaid sick leave pay owed as listed on the face of this form.
2. Penalty claimed and requested: Forfeiture of surety bond posted in Alameda County Court in the sum of One Hundred Thousand Dollars (\$100,000.00) - - said surety bond posted by the California Trucking Association (the plaintiff) as listed in Preliminary Injunction filed (endorsed) on April 7, 1970, issued by Judge Lewis E. Lercara. Amount of said surety bond (\$100,000.00) to be paid to the Treasury of Teamsters Local 70. Failure of Consolidated Freightways as a member of the California Trucking Association to follow the terms of existing contract "during the period in which the tentative agreement for settling the National Master Freight Agreement negotiations remains in effect", thereby forfeiting posted surety bond.

Union requests one days sick leave pay for each of the above for Tuesday, April 7, 1970, plus penalty pay and additional penalties as specified.

Union claims that the men in question requested one days sick leave during the period of the work stoppage April 7th.

Company claims this is subterfuge in order to apply the sick leave provision to receive pay while participating in an illegal work stoppage.

Case #5-0-LD-5499.

Joint Council #7 Motion: That the claim is denied.

Deadlocked Joint Council #7 Labor-Management Committee
May 21, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
8-70-5494 Garrett Freight Lines, Inc.

Joint Union requests one days sick leave pay for Walter Lee Henderson,
Council #7 Jr. at the applicable rate.
Dispute

On Monday, Mr. Henderson called the Company (April 6/70) and reported that he would be unable to report to work due to having suffered a pulled muscle in his leg over the weekend. Company refuses to pay the sick leave due Mr. Henderson.

Company feels that this is subterfuge in that this was the first day of the "Sick-in" on the part of the Local 70 employees, thus is not a legitimate claim.

Case #5-0-LD-5466.

Joint Council #7 Motion: That the decision in 5-0-LD-5448 shall apply.

Deadlocked Joint Council #7 Labor-Management Committee
May 7, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-70-5495

Local 70, Oakland, California, and
Interstate Motor Lines

Joint
Council #7
Dispute

Claim for hostlers rate of pay based on past practice. Union requests that John Kowalski be paid at the hostlers rate of pay for May 25, 1970.

Union claims that historically the Company had paid all drivers who took and dropped trailers at the piggyback ramp the hostlers rate of pay. The Company has now ceased doing this and is paying in accordance with the classification as provided for in the contract. Union thinks that the Company should continue the prior practice.

Company feels that the new contract specifically provided for the retention or elimination of practices which are contrary to the provisions of the agreement, and that as long as the driver in question is not performing hostling work there is no reason why he should be compensated for such.

Case #6-0-LD-5552.

Joint Council #7 Motion: That the claim of the Union is upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 4, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 70, Oakland, California, and
 8-70-5496 Interstate Motor Lines

Joint Application of sick leave. Union requesting sick leave pay for
 Council #7 Ed Rose for April 7, 1970.
 Dispute

Grievant called in sick on the day in question and is entitled to
 sick leave pay for that date.

Man was indulging in an illegal work stoppage and therefore is
 not entitled to use the sick leave provision of the contract as a
 subterfuge.

Case #5-0-LD-5448 .

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
 May 7, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-70-5497

Local 70, Oakland, California, and
Pacific Intermountain Express

Joint
Council #7
Dispute

Claim for sick leave pay for Howard Marks. Union requesting
day's pay for each day Howard Marks claims sick leave.

Howard Marks called in sick and was absent from April 3rd
thru April 13, 1970. He should be compensated sick leave
for this period.

The Employer contends that Howard Marks made himself absent
because of the impending and ensuing illegal work stoppage, and
that the claim for sick leave is a subterfuge to receive pay for
the time he was off due to the work stoppage.

Case #5-0-LD-5512.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
June 4, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-70-5498

Local 70, Oakland, California, and
Pacific Motor Trucking Company

Joint
Council #7
Dispute

Claim for overtime pay. Union is requesting pay at time and one-half for all hours worked by Edward DeRespinis and Fred Martinez prior to their starting time.

Union claims that two employees worked for seven hours prior to their regular starting times, and are entitled to overtime rate for that time.

Company claims that due to the existing emergency this operation was necessary and the men were worked in accordance with their seniority position on the board.

Case #5--0-LD-5490.

Joint Council #7 Motion: That the claim is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
May 7, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
8-70-5499 Peters Truck Lines

Joint Council #7 Dispute Union claims a Local 85 man worked the local dock in Local 70 jurisdiction. Claim a member of Local 70 should have performed this work.

Company says the Local 85 man always comes in from San Francisco to load his own freight and return to San Francisco to peddle; he touches no one else's freight on the dock.

Union is requesting compensation at the applicable rate for a member of Local 70 on that date.

All work on the Oakland platform belongs to Local 70 men.

Company says Local 85 man comes to Oakland, loads his own freight from the Oakland dock and returns to San Francisco to peddle. This operation is one of long standing and has been a practice for years.

Case #6-0-LD-5594.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 18, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-70-5500

Local 70, Oakland, California, and
Peters Truck Lines

Joint
Council #7
Dispute

Union requests one day's pay at the overtime rate for each of
six seniority men who did not work on March 14, 1970.

Company brought six trailers to Sea Land on Saturday. Sea Land
employees unloaded them. Union claims that Peters regular
men should have been called in to unload them.

Company says that the terminal was closed this date; these
trailers were brought in directly from the north to Sea Land.
The Sea Land employees who unloaded these trailers are
Local 70 members. These are Sea Land Vans which are
unloaded.

Case #5-0-LD-5462.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
May 7, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-70-5501

Local 70, Oakland, California, and
Security Transportation

Joint
Council #7
Dispute

Union requests one day's sick leave pay at the applicable rate
for Clarence Chestnut, Jr.

Union claims that man called in sick and is eligible for sick
leave pay for the day in question, Tuesday, April 7, 1970.

Company feels that this is subterfuge as it was part of the
"sick-in" in which the members of Local 70 were indulging at
the time in question.

Case #5-0-LD-5467.

Joint Council #7 Motion: That the decision in 5-0-LD-5448
shall apply.

Deadlocked Joint Council #7 Labor-Management Committee
May 7, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
8-70-5502

Local 85, San Francisco, California, and
Pacific Motor Trucking

Joint
Council #7
Dispute

Union claims all employees of Company to be paid full days
pay for May 14, 1970, or difference of 7 1/2 hours pay.

Company states that men reported for work, punched in, and
started to work. Pickets arrived at the plant, there was dis-
cussion and the men were told to go home by the dispatcher.

Company says the men showed up for work at 7:00 A.M. and
held a meeting to determine whether or not they should work.
When pickets arrived the men left the dock, came back in, and
punched out. They did so of their own accord.

Case #6-0-LD-5568.

Joint Council #7 Motion: That the case of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
June 18, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-70-5503

Local 85, San Francisco, California, and
Pacific Motor Trucking

Joint
Council #7
Dispute

Senior man was moved from graveyard shift at Redwood City when this shift was abolished. Union feels he should have been given opportunity to bump into swing shift position at the San Francisco terminal, which is held by a junior man.

Union claims Hoffert to be compensated at applicable rate of pay while junior man worked in San Francisco.

Company states that grievant bid for the graveyard hostler position at Redwood City. They had a layoff caused by the labor problem at Los Angeles and grievant's shift was eliminated. He then worked at Redwood City in accordance with his seniority on the day shift.

Case #6-0-LD-5592.

Joint Council #7 Motion: That based on the fact presented, the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
June 18, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-70-5508

Local 287, San Jose, California, and
Western Gillette, Inc.

Joint
Council #7
Dispute

Money claim for men who punched in and did not finish the day.
Union requesting the employees that went to work receive the
difference in pay for a full day.

Men punched in, walked off because of labor dispute, were
instructed by the local union representative to go back to work.
They complied and worked the rest of the day. The Company
refused to pay them for the full 8 hours guaranteed under the
contract.

The Employer contends that the men walked off the job; there
was no legal work stoppage. The Union representative instructed
them to return to work after they had been off for about two hours.
The Company allowed them to return to work, but only paid them
for total number of hours worked that day, not for the time they
were indulging in the illegal work stoppage.

Case #5-0-LD-5483.

Joint Council #7 Motion: That the claim of the Union is
denied.

Deadlocked Joint Council #7 Labor-Management Committee
May 7, 1970.

August, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case #
 11-70-5651

Local 70, Oakland, California, and
 Delta Lines, Inc.

Joint
 Council #7
 Dispute

Union claims line driver performing Local driver's work.
 Claiming all monies for Local work.

Local 468 driver brought in van #2436 and 2169 from Sacra-
 mento, went directly to Jonson Lines berth H in Oakland,
 dropped the set and picked up two empties and took back to
 Oakland Terminal. Union claims this is Local Pick Up and
 Delivery.

Line man did not touch terminal en route to Berth H, mere-
 ly dropped the set, picked up empty set and took back to yard.
 No Pick Up or Delivery as such performed.

Case # 10-0-LD 5836.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
 October 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case #
 11-70-5652

Local 85, San Francisco, California, and
 Matson Terminals

Joint
 Council #7
 Dispute

Union claims that Matson Terminals ceased a portion of their operations, and subbed it out to Jones Stevedoring. That this resulted in loss of employment for three teamsters. Union requests that men retain their seniority.

Union claims that Company sold their equipment and layed off three Local 85 Teamsters and that Jones Stevedoring is handling this work.

Company ceased their old type of operation and disposed of the specialized equipment which they had been using. The Company severely curtailed its operations and moved to Oakland to load via Containers. The Company no longer needed three of the six teamsters they employed so they layed them off. No work which was previously done by Matson employees is now being performed by anyone.

Case #10-O-LD 5796.

Joint Council #7 Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
 October 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5653

Local 85, San Francisco, California, and
Pacific Motor Trucking

Joint
Council #7
Dispute

Employees on the 4 to 12, and 12 to 8 A.M. shifts were
being paid at a 1 1/2 rate. Union requests this practice
not be stopped.

Company has ceased this payment as it no longer deems it
neccessary, and has reduced it to the contractual wage agree-
ment.

Case #9-0-LD 5777.

Joint Council #7 Motion: That based on the past practice
article of the Joint Council #7 Supplement, the claim is
denied.

Deadlocked Joint Council #7 Labor - Management Committee
October 1, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case #
 11-70-5654

Local 85, San Francisco, California, and
 Pacific Motor Trucking

Joint
 Council #7
 Dispute

Maintenance of Standards and Past Practice.
 Union requests time and one half on the 15 minutes twice a
 shift that the Employer was paying for the people on the 4 to
 12 and the 12 to 8 shifts, and also for all other personnel that
 had been getting paid the coffee breaks.
 In the past the Company had paid employees time and one half
 on these two shifts for their two 15 minute coffee breaks. The
 Company wants to discontinue this practice, Union feels it
 should be continued.

Company feels that the practice no longer pertains to these
 particular shifts.

Case #9-0-LD 5778.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
 October 1, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #
11-70-5655

Local 85, San Francisco, California, and
Wings and Wheels

Joint
Council #7
Dispute

Employee worked 26 days in a 90 day period, he was paid an extra three days because of delay in securing pay check for him. Union claims that this would make 29 days that the man worked, and claims that Employer performed work on another day, that this man should have worked that day and is claiming runaround pay. If the man secures runaround pay for the thirtieth day, then the man should be entitled to seniority and pay for any days since the thirtieth day that any one else worked.

Employer claims the employee worked 26 days, was paid for 29 days because of delay in securing check for him. The work that Employer performed, for which the employee is claiming a runaround consisted of merely signing off F/Bills to the Airlines in order to release a shipment to a customer. There was no freight handled, no work done. Thus, the position of the Company is that the man has worked 26 days and is not entitled to seniority.

Case #8-0-LD 5701.

Joint Council #7 Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
September 3, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
11-70-5656

Local 287, San Jose, California, and
California Motor Express

Joint
Council #7
Dispute

Union requesting that an employee who has been paid at a higher rate of pay not be reduced in pay because of bidding practices. Union claims that the employee be properly paid from the bid date.

Union claims that employee has been paid at the heavy duty rate of pay for a considerable length of time ever since he went to work for C.M.E. even though he does not drive heavy duty. The Company posted HD bids and reduced this man's hourly rate as he did not, and was not qualified to bid heavy duty.

The Company feels that under Article 6 and 60 of the National Master Freight Agreement and the Local 287 Supplement, that they are free to reduce this man's scale. The Company, as provided for in the contract, put the positions, or rather the pay classifications up for bid. The senior men bid it, this man, who is not qualified did not, he was then assigned to a lower pay classification and his hourly rate reduced to the contract figure.

Case #8-0-LD 5718.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC August 2, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
11-70-5657

Local 287, San Jose, California, and
California Motor Express

Joint
Council #7
Dispute

Payment of Casual Health and Welfare hourly pay.
Union requests that all casuals receive monies they have not
yet been paid.

The Company paid casuals the hourly Health and Welfare
benefit rate while they were working straight time hours,
but refused to pay them this rate when the casual worked
overtime.

Employer feels that as the original basis for establishing
the casual hourly Health and Welfare rate was based on
173.3 hours per month, or the total monthly Health and
Welfare premium being divided by this figure in order to
arrive at regular hours worked, that the application of the
casual Health and Welfare hourly premium is for straight
time hours worked only, and does not apply to overtime
hours.

Case #8-0-LD 5719.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Bay JSC August 2, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case #
 11-70-5658

Local 315, Martinez, California, and
 Pacific Motor Trucking

Joint
 Council #7
 Dispute

Union requests that men who are paid at a higher classification during the work week continue to receive that higher classification when they are rotated on premium days even though they are employed at the lower classification work.
 Union requests "Men to receive double pay for any work performed as in the past."
 If the men have established the higher rate during the work week they should automatically draw the same on premium days whether or not they perform that work.

Company states that the contract is clear in outlining that when a higher classification man is worked on a rotation of premium day he be compensated for the work he does at the applicable rate to cover that work.

Case #9-0-LD 5760.

Joint Council #7 Motion: That the position of the Union is upheld.

Deadlocked Joint Council #7 Labor-Management Committee
 October 1, 1970.

11-11-70

8-70-5681

287 / 1ML

Heard the case & then
decided to s/w in
favor of the union.
Case should show
s/w.

~~# 81-70-5651 = Delta / 70 ¹⁰⁰⁻⁵⁸³⁶ #3014~~

~~✓ + The claim of the
union upheld &
Employer to pay fee.
Should receive check
back from CTA issued
10-16-70. Employer
must pay.~~

~~8-70-5500 = 70 / Peters~~

~~✓ Case lost by Union.
Union to pay 25⁰⁰ fee.
Our ck # 33582 left
in jacket.~~

11-11-70

+ 8-70-5499 = 70/ Peters

✓
+

~~Claim of the Union
upheld. Co. to pay
fee. Our ck #33583
left in jacket.
will be returned.~~

| 8-9-801

70/ Navajo

~~no fee
prior to new
contract~~

~~Case will show s/w.
Company agrees that
Mr. Edley will
receive hostler's rate
of pay every day but
is to mark it on
his time card. No
back pay involved.
Case filed November, '69.
No case fee involved.~~

11-70-5658 315/PMT

Claim of Union upheld.
Company to pay 25⁰⁰
fee.

11-11-70

11-70-5655

85 / Wings & Wheels

Based on the facts
of the case, the
claim of the union is
upheld & that
motion deadlocked.
\$25⁰⁰ fee split
between Co. & Union,

~~18-70-5495~~

~~70 / JML~~

~~Based on Article 62
Claim of the Union
denied. Motion
carried, \$25⁰⁰ fee
& be paid by Union. Check
#33586 left in jacket.~~

2-70-5161

70 / Transcon

rock
issued
old contract

~~Based on facts in this
case Claim of union
denied. Motion
carried. There is no
fee as case filed
February, 1970.~~

11-11-70

8-70-5503

85 / PMT
postponed

2-8-3562

~~70 / Ringsby
postponed as
connected with
Containers and
Article 45.~~

2-8-3580

85 / Delta
postponed

2-9-4370

~~70 / Septen 99
Case 5/w no ck
issued~~

2-9-4374

85 / Encinal
postponed

2-9-4376

287 / PMT
postponed - deals
with Article 45.

15-9-4598

~~70 / LASME
Case 5/w~~

11-11-70

8-9-4809

287/1ML

postponed - Article 45

2-70-5164

85/PMT

postponed

5-70-5311

~~70/Wisinger~~

~~5/w~~

(no ck issued)

5-70-5315

85/Vally Copperstate

5/w

8-70-5497

~~70/PLE~~

~~5/w~~

8-70-5498

~~70/PMT~~

~~5/w~~ no ck issued

8-70-5502

85/PMT

postponed

? 8-70-5508

287/Western Fickette

? Case to be

heard

11-11-70

? 11-70-5653

85/PMT

? can't be heard

? 11-70 5654

85/PMT

? can't be heard

11-70-5656

287/CME
S/w

11-70-5657

287/CME
S/w

Below cases Y Kirby to furnish copies
for the jackets

✓ Lee Way/70 LD 5692 juac # 5702
" " " LD 5693 " "

~~Both cases have same
#. Both cases
heard as one; no
fee; Committee
ruling Union is
right.~~

✓ Bigge / 70

LD 5705 juac # 5703
S/w 11-12-70

✓
Franson / 70

~~LD 5733 / JWAC 5704~~
~~Claim of the Union~~
~~upheld. Co. to pay~~
~~fee.~~

✓
IML / 70
+

~~LD 5738 / JWAC 5705~~
~~Claim of the Union~~
~~upheld. No fee~~
~~by the parties.~~

✓
Sey Land / 70

~~LD 5602~~ JWAC 5602
(off split with Co) s/w but
Send man on probation 6 L³
12⁵⁰ fee

Bigge / 315

JWAC 5706
Claim of the union
upheld. Fee to be
paid by Company.

11-11-70

8-70-5493

C7W

8-70-5494

Garrett

8-70-5496

1 M L

8-70 5501

security transp

involve sick leave

pay for 4/6 + 7 which
was the work stoppage.

These cases are to be
heard; PLE case to
be the pilot case to
determine disposition.

} no
fee

RECEIVED
JAN 21 1971

MINUTES OF MEETING
UNION REPRESENTATIVES OF THE JWAC COMMITTEE
AND
REPRESENTATIVES OF LOCAL UNIONS
MONDAY, NOVEMBER 9, 1970, at 9:00 A. M.
DEL WEBB'S TOWNE HOUSE
SAN FRANCISCO, CALIFORNIA

* * * * *

The meeting was called to order at 9:00 A.M., Monday, November 9, 1970 by Joe Diviny, Chiarmman.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Verne Milton
Fred Hofmann
George Rohrer
Bob Rampy
Jack Alexander
Art Hardy

Harry Kachadoorian
Jim Easley
Harry Marshall
Horace Manning
Gene Shepherd
Art Trimble

2. The Minutes of the meeting of the Union members of the JWAC and Local Union Representatives held on Monday, August 10, 1970 were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc. were present in the meeting.

Ken Gaddis - Local 235
Howard Rush - Local 150
Tom Andrade - Local 85
Joe Davis - Local 315
Norman Clark - Local 542
Weldon Wirt - Local 208
John LeFlore - Local 357
Dan Flanigan - Local 85
Bill Martin - Local 741
Jess Arnold - Local 81
Hall Cowen - Local 190
Jim Barham - Local 542
Al Tercheria - Local 468
Vince Aloise - Local 315
Harold Yates - Local 120
Elwood Heaney - Local 78
Jim Donahue - Local 396
Clarence Youngblood - Local 741

Dick Sarmento - Local 70
Cecil Tobin - Local 150
Manny Joseph - Local 468
Bob Porter - Local 224
Carl Bates - Local 208
Marv Johnson - Local 180
Barney Volkoff - Local 357
E. G. Johnson - Local 690
Clyde Crosby - I. B. T.
Frank Fellows - Local 81
Bill Dixon - Local 439
Joe Morrill - Jt. C. #38
LeRoy Nunes - Local 70
Jack Mery - Local 381
Bob Nagle - Local 120
Jack Valoff - Local 357
Harry Bath - Local 961
Hugo Wagner - Local 533

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

MAIN COMMITTEE: (O.T.R.)

Joe Diviny - Chairman
Harry Bath
Verne Milton
Gene Shepherd
Fred Hofmann
Jack Alexander

Ernie Hinch - Secretary
Joe Davis - Sgt.-at-Arms

SUB-COMMITTEE - LOCAL OPERATIONS:

Barney Volkoff
Art Hardy
George Rohrer
Art Trimble
Elgie Farris
Harry Marshall
Jim Easley

Jack Crotty - Secretary
Herb Helmers - Sgt. -at-Arms

CHANGE OF OPERATIONS COMMITTEE:

Robert Rampy
Glenn Jones
Robert Shaw
Harry Kachadoorian

Joe Morrill - Secretary
Horace Manning - Sgt. -at-Arms

JOINT COUNCIL #7 COMMITTEE:

Roy Williams
George King

5. Powers of Attorney approved by the division. (See Attached).
6. Standard Contract Participation approved by the division. (See Attached).
7. "Me Too" Agreements - (See Attached).
8. NOTE: Correction of an error in the printing of the Over-The-Road Supplement.
Pages 48 - 49 - 50.

Article 56, Section 7 (c) P-I-E, LASME - North-South Sleeper Agreement
Mileage rates for equipment other than doubles:

4/1/70- - - - - 13.4
7/1/71- - - - - 14.4
7/1/72- - - - - 15.15

For Doubles

4/1/70- - - - - 14.15
7/1/71- - - - - 15.15
7/1/72- - - - - 15.9

Article 56, Section 7 (d) Consolidated Freightways Sleeper Agreement
Mileage rate for equipment other than doubles:

4/1/70- - - - - 13.725
7/1/71- - - - - 14.725
7/1/72- - - - - 15.475

For Doubles

4/1/70- - - - - 14.475
7/1/71- - - - - 15.475
7/1/72- - - - - 16.225

9. ADJOURNMENT.

THE FOLLOWING POWERS OF ATTORNEY
HAVE BEEN APPROVED BY THE
WESTERN MASTER FREIGHT DIVISION

(JWAC - November, 1970)

Allyn Transportation Co. - WSA Master Agreement and the Heavy Specialized & Oilfield Supplemental Wage Agreement. Concurrence from Local No. 467 September 17, 1970. Approved WMFD October 23, 1970.

Cap Transport, Inc. - WSA Master Agreement and the Cement Carriers Supplemental Agreement. Concurrence from Local No. 287 October 29, 1970. Approved WMFD November 9, 1970.

Merchants Shippers - National Master Freight Agreement and the WSA Office Employees Supplemental Agreement. Concurrence from Local No. 856 August 17, 1970. Approved WMFD August 31, 1970.

Republic Machinery Moving, Division of Republic Van & Storage of Los Angeles, Inc. - WSA Master Agreement and the Heavy Specialized & Oilfield Supplemental Wage Agreement. Concurrence from Local No. 208 October 15, 1970. Approved WMFD October 23, 1970.

Stor Dor Forwarding Co. - National Master Freight Agreement and the WSA Office Employees Supplemental Agreement. Concurrence from Local No. 856 August 17, 1970. Approved WMFD August 31, 1970.

Transport Cartage & Distributing Co. - National Master Freight Agreement and the WSA Automotive Shop & Truck Servicing Supplemental Agreement. Concurrence from Local No. 495 August 5, 1970. Approved WMFD August 18, 1970.

Wescartage Company, Inc. - National Master Freight Agreement and the WSA Office Employees Supplemental Agreement. Concurrence from Local No. 856 August 17, 1970. Approved WMFD August 31, 1970.

Western Carloading Co. - National Master Freight Agreement and the WSA Office Employees Supplemental Agreement. Concurrence from Local No. 856 August 17, 1970. Approved WMFD August 31, 1970.

STANDARD CONTRACT PARTICIPATION

THE FOLLOWING PARTIES HAVE ENTERED INTO "ME TOO" AGREEMENTS

(JWAC - November, 1970)

All States Service, Inc. and Local Union No. 180. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD November 2, 1970.

Contractor's Transport Service and Local Union No. 224. Western States Area Master Agreement and the Heavy-Specialized and Oilfield Supplemental Wage Agreement. Approved WMFD November 2, 1970.

Davis Wire Corporation and Local Union No. 180. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD November 2, 1970.

Dealers Transit, Inc. and Local Union No. 856. National Master Freight Agreement and WSA Office Employees Supplemental Agreement, and Rider thereto. Approved WMFD November 2, 1970.

Essick Manufacturing Company and Local Union No. 180. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD November 2, 1970.

Film Transport and Local Union No. 224. National Master Freight Agreement, and WSA Over-the-Road Motor Freight Supplemental Agreement. Approved WMFD November 2, 1970.

Ingersoll-Rand Company and Local Union No. 180. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD November 2, 1970.

Southwest Tank Lines and Local Union No. 224. Western States Area Master Agreement and the California-Arizona-Nevada Transport Tank Supplemental Agreement. Approved WMFD November 2, 1970.

TIME Inc. and Local Union No. 180. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD November 2, 1970.

Waste King Universal and Local Union No. 180. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD November 2, 1970.

Western Truck Manpower, Inc. and Local Union No. 180. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD November 2, 1970.

STANDARD CONTRACT PARTICIPATION - (JWAC Meetings-November, 1970)

Bakersfield Fast Freight and Local Union No. 87. National Master Freight Agreement and Western States Area Over-The-Road Supplemental Agreement and Pick-Up & Delivery Supplement. Approved - WMFD - November 2, 1970.

NATIONAL AND MULTI-CONFERENCE COMMITTEE DECISIONS - HEARD
NOVEMBER, 1970

Re: N-12-69-W2: Local 85 (San Francisco, Calif.) vs P. I. E.

Request for interpretation of Article 5, NMFA. JWAC Case #11-9-4993 referred to National Grievance Committee 11/4/69, pp 12/69, 8/70.

Please be advised that the records of the National Grievance Committee show that the above-captioned matter has been Postponed.

Re: N-8-70-W4: Local 224 (Los Angeles, Calif.) & Local 542 San Diego, Calif. vs Garrett Freightlines

Alleged violation of Article 52 (Pick-Up & Delivery Limitations) Ws OTR Supp. JWAC Case #2-70-5089, deadlocked 2/10/70. pp 8/70.

Please be advised that the National Grievance Committee on Nov. 19, 1970 adopted a motion that based on the transcript, the claim of the Union be denied.

Re: N-11-70-W1: Consolidated Freightways & Local 741 (Seattle, Wash.) and Local 313 (Tacoma, Wash.)

Company request deadlocked JWAC 8/11/70, Case #8-70-5345 Article 8 (e) Change of Operations), NMFA.

Please be advised that the National Grievance Committee on November 19, 1970, adopted a motion that based on the transcript, the request of the company be denied.

Re: N-11-70-W2: Local 961 (Denver, Colo.), Local 17 (Denver), Local 307, (Casper, Wyo.) and Ringsby System.

Deadlocked JWAC 8/13/70 - Cases #8-70-5475, 5426, 5445, 5477, 5479. Article 1, Section 3 (Transfer of Company Title or Interest,) NMFA.

Please be advised that the records of the National Grievance Committee show that the above-captioned matter has been Postponed.

Re: N-11-70-W3: Local 315 (Martinez, Calif.) and Van Ward Services Deadlocked JWAC 8/11/70, Case #8-70-5510. Article 39 (Seniority) and (Layoffs), JC 7 Agreement.

Please be advised that the records of the National Grievance Committee show that the above-captioned matter has been Postponed.

Re: N-11-70-W4: Local 85 (San Francisco) and Shulman Air Freight Deadlocked JWAC 8/13/70, Case #8-70-5436. Article 1, Section 3 (Transfer of Company Title or Interest), NMFA.

Please be advised that the National Grievance Committee on Nov. 19/70, adopted a motion that based on the transcript there is no violation of Article 1, Section 3, and the claim of the Union be denied.

Re: N-11-70-W5: Local 70 (Oakland, Calif.) and Ringsby Truck Lines Article 8, Section 3 (b) (Work Stoppages) NMFA.

Please be advised that the National Grievance Committee records show that the above-captioned matter has been Postponed.
